

# EXHIBIT 2



CONSTRUCTION MANAGER // DESIGN-BUILDER // GENERAL CONTRACTOR

May 15, 2018

**Manganaro Midatlantic, LLC  
6405-D Ammendale Road  
Beltsville, MD 20705**

**RE: SUBCONTRACT AGREEMENT  
University of Virginia Brandon Avenue Upper Class Housing (17058M-01)  
Charlottesville, VA**

Attached is **REVISION 2** of Subcontract Agreement **#17058-15** the above referenced project. Using the electronic signature function, please sign the subcontract. If you need assistance, refer to the instructions posted on our Subcontractor Resource Center. Once it is signed by you, it will automatically route back to me for my signature. The Subcontract Agreement will be countersigned **and emailed back to you in PDF format for your records.**

Also enclosed is the Standard Instruction Package which includes: 1) General Information 2) Administration & Field Requirements and 3) Payment Requirements. **Please review these attachments thoroughly**, as they define various requirements, field and administrative, relating to this contract. Retain the attached forms as your 'originals' for use throughout the duration of the project.

We ask that you print out the Safety Manual Handbook located at our Subcontractor Resource Center. Please **forward this handbook to your field crew** and have them maintain it in their possession throughout the duration of the project.

If you have any other questions, please do not hesitate to contact me.

Sincerely,

*David Heavener*

David Heavener  
Project Manager  
KBE BUILDING CORPORATION

**SUBCONTRACT AGREEMENT**  
**Revision 2 – May 15, 2018**

THIS SUBCONTRACT, made on March 9, 2018, by and between **KBE BUILDING CORPORATION**, 7150 Columbia Gateway Drive, Suite A, Columbia, Maryland 21046, PH (410) 910-1028, FAX (410) 910-1029 (hereinafter "Contractor"), and **MANGANARO MIDATLANTIC, LLC**, 6405-D Ammendale Road, Beltsville, MD, 20705 PH, FAX (hereinafter "Subcontractor").

WITNESSETH:

WHEREAS, Contractor and **The Commonwealth of Virginia and The Rector and Visitors of the University of Virginia** (collectively, hereinafter "Owner") have entered into a contract for the construction of the **UNIVERSITY OF VIRGINIA BRANDON AVENUE UPPER CLASS HOUSING**, located at 600 Brandon Avenue in Charlottesville, Virginia 22904 (hereinafter "Project"), according to the Contract Documents listed below (hereinafter "Contract Documents"); and

WHEREAS, Contractor desires to subcontract certain work specified in the Contract Documents, and Subcontractor desires to perform said work at the prices and upon the terms and conditions hereinafter expressed;

NOW, THEREFORE, in consideration of the mutual agreements herein expressed, the parties do contract as follows:

- Contractor shall pay Subcontractor for performance of the work subject to additions and deductions as permitted by the terms of this Agreement, the total sum of:

**Three Million Two Hundred-Fifteen Thousand Nine Hundred Twenty-One Dollars And 00/100 (\$ 3,215,921.00)**

Phase Code	Description	Extended Price
09- 250-	Dywall	\$3,215,921.00

This sum shall include all applicable taxes, delivery charges, permits and insurance.

- Subcontractor's Scope of Work.**

All materials and equipment purchased, supplied and installed in the building in connection with this project shall be free from hazardous materials/substances or contaminants, as defined by applicable law, statutes, codes, regulations or ordinances, including, but not limited to, asbestos, PCB's, which warranty shall survive indefinitely.

Start Date: 03/09/2018

Completion Date: 01/25/2019

The Subcontractor is to supply labor, material, equipment, transportation, insurance, supervision and all things necessary to furnish and install all **DRYWALL, CARPENTRY, CEILING WORK** for the University of Virginia Brandon Avenue Upper Class Housing, in Charlottesville, Virginia in strict accordance with the contract between the Contractor and the Owner and the plans and specifications prepared by Goody Clancy and their consultants, collectively, the "Contract Documents", which are incorporated herein by reference. In addition, work shall be in accordance with the following riders:

- Rider "A" Subcontractor's Scope of Work, hereinafter included as part of this Subcontract Agreement.  
 Rider "B" Drawing and Specification list dated November 06, 2017, hereinafter included as part of this Subcontract Agreement.  
 Rider "C" Additional Owner Contractual Requirements, hereinafter included as part of this Subcontract Agreement.  
 Exhibit "1" Standard Instructions Package (65 pages), hereinafter included as part of this Subcontract Agreement.  
Exhibit "2" Construction Project Schedule (27 pages), hereinafter included as part of this Subcontract Agreement.

a. **Responsibilities.** Subcontractor shall perform all work, which shall include all supervision, labor, materials, plans, scaffolding, tools, equipment, supplies and all other things necessary for the construction and completion of the work described above, work incidental thereto, and reasonably inferable from the Subcontract and the Contract Documents, in strict accordance and full compliance with the terms of this Subcontract and the Contract Documents ~~to the satisfaction of Contractor and Owner~~ and in ~~the most sound and~~ a workmanlike manner.

b. **Pass Through Obligations.** In respect to work covered by this Subcontract, Subcontractor shall assume all obligations, risks and responsibilities which Contractor has assumed towards Owner in the Contract Documents, except as may be expressly modified herein. In case of a conflict between this Subcontract and the Contract Documents, the Subcontract shall govern. Nothing contained in this Subcontract shall prejudice any of the rights of the Owner or Architect under the Contract Documents. Subcontractor shall ensure that each of its subcontractors and suppliers are bound to the Contract Documents in a manner similar to that set forth herein. Notwithstanding any of the foregoing, if any provision of this Subcontract or any exhibits hereto irreconcilably conflicts with a provision of the Contract Documents, the provision imposing the greater duty or obligation on the Subcontractor shall govern.

**2. Subcontractor's Scope of Work (continued).**

c. **Fit of Subcontractor's Work.** Before proceeding with the Work under the Subcontract, the Subcontractor will check all previous and surrounding work done by other related trades and reasonably determine the correctness of same as required to incorporate the Work of this Subcontract, and shall report any discrepancies immediately to the Contractor. Failure on the Subcontractor's part to report reasonably discoverable discrepancies will constitute a waiver by Subcontractor and relieve the Contractor of any and all claims to recover cost or damage resulting therefrom.

d. **Approvals and Substitutions.** Subcontractor shall deliver to Contractor copies of shop drawings, cuts, samples and material lists required by Contractor or the Contract Documents in accordance with the Contract Documents within sufficient time so as not to delay performance of the Project and within the time stated in the Contract Documents. Notwithstanding any general approval granted by Contractor or Owner, all work shall be in accordance with the Contract Documents. Contractor's processing of shop drawings, cuts, samples and material lists is only for the convenience of the Owner in following the work and shall not relieve the Subcontractor from responsibility for any deviations from the requirements of the Contract Documents. No substitutions shall be made in the Subcontractor's Work unless permitted in the Contract Documents and only then after first receiving all necessary approvals required under the Contract Documents for substitutions.

e. **Inspection and Acceptance.** Subcontractor at its cost shall provide appropriate facilities at all reasonable times for inspection by Contractor or Owner of the work and materials provided under this Subcontract, whether at the Project site or at any place where such work or materials there may be in preparation, manufacture, storage, or installation. Subcontractor shall promptly replace or correct any work or materials which Contractor or Owner shall reject as failing to conform to the requirements of this Subcontract. The work shall be accepted according to the terms of the Contract Documents. Unless otherwise agreed in writing, entrance and use by Owner or Contractor shall not constitute acceptance of the work.

**3. Payment.**

a. Partial payments shall be due Subcontractor in the amount of 95% of the work in place for which payment has been made to Contractor by Owner. If the Contract Documents allow Contractor partial payments for stored materials, partial payments shall also be due Subcontractor in the amount of 95% of stored materials for which payment has been made to Contractor by Owner. Subcontractor shall submit to Contractor a Certificate of Insurance and a Bill of Lading for stored materials before payment will be made. Prior to the start of the Subcontractor's work, Subcontractor shall submit a breakdown of the total Subcontract price on Contractor's standard schedule of values for Contractor's approval. Such breakdown shall include for each part of Subcontractor's work separate values for categorized labor, material, closeout and cleanup. If the work involves renovation services (i.e., services involving the making of permanent improvements or betterments to increase the value of, and appreciably prolong the life of an existing building or structure), Subcontractor's price breakdown shall separately state all charges associated with such renovation services. If the Work involves renovation services and/or new construction services (i.e., services involving the construction of new buildings or structures or new additions to existing buildings or structures), Subcontractor's price breakdown shall separately state all charges associated with such new construction services, as well as all charges associated with renovation services. ~~In the event Contractor disapproves said breakdown, Contractor shall establish a reasonable breakdown which shall serve as the basis for partial payments.~~ No payment shall be required to be made which will reduce the contract balance below the sum which, in the reasonable opinion of the Contractor, will be adequate to fully cover the cost of completing Subcontractor's obligations under this agreement in the event of the Subcontractor's failure to perform.

b. Subcontractor shall submit all Requisitions to the Contractor's main office, no later than the 20th day of the calendar month during which the work covered by that Requisition shall have been performed. Said requisition shall cover all work performed through the 20th day of that month. All billings must be submitted on Requisition forms resembling AIA G702 and G703 and must be accompanied by all documents specified hereunder or required by Owner's lender, which submission shall be a condition precedent to Subcontractor's entitlement to payment. Requisitions not submitted on the appropriate forms will be rejected. Prior to commencing work, Subcontractor must supply Contractor with its Sales and Use Tax Identification Number and this number must be shown on all monthly Requisitions. All Requisitions submitted must identify sales tax based on the laws where the job is located. Subcontractor shall also submit with each payment application a partial waiver of lien acceptable to Contractor or Owner covering the applicable payment period, on the form set forth in Exhibit 1. In addition, Subcontractor shall submit with each payment application subsequent to the first payment application, unconditional partial waivers of lien in favor of the Contractor and Owner from itself and each person or firm who has supplied material or services to Subcontractor for this project covering the applicable payment period, on the form set forth in Exhibit 1. In the event Subcontractor fails to submit the documents required by this Agreement, Contractor may withhold any payment due Subcontractor under this Agreement until such documents are submitted. Subcontractor further agrees to comply with Contractor's "Standard Instructions Package" that accompany this Agreement as Exhibit "1", and to furnish any certificates or documents regarding payment and waivers as any lender or the Owner may reasonably request.



**3. Payment (continued).**

c. Progress payments to the Subcontractor for ~~satisfactory~~ performance of the Subcontractor's Work in accordance with this Subcontract shall be made only after receipt by the Contractor of payment from the Owner for the Subcontractor's Work. The Subcontractor agrees that the Contractor shall be under no obligation to pay the Subcontractor for any Work until the Contractor has been paid by the Owner, which receipt shall be a condition precedent to Subcontractor's right to receive payment. ~~The Subcontractor expressly accepts the risk that it will not be paid for Work performed by Subcontractor if the Contractor, for whatever reason, is not paid by the Owner for such Work. Subcontractor hereby agrees to bear the risk of Owner insolvency. The Subcontractor agrees that it solely relies for payment for Work performed on the credit and ability to pay of the Owner and not of the Contractor; provided, however, to the extent the Owner exercises its right to withhold non-retainage money from the Contractor for labor and materials properly invoiced by the Subcontractor for specified reasons unrelated to acts or omissions by the Subcontractor, then the Contractor shall pay the Subcontractor for all properly invoiced labor and materials within 90 days of receipt of Subcontractor's invoice. No provision of this Subcontract shall serve to void the Subcontractor's entitlement to payment for work properly performed or materials properly installed in accordance with this Subcontract or for materials suitably stored in accordance with this Subcontract.~~ No partial payment made under this Subcontract shall be considered an acceptance of the work in whole or in part. All material and work covered by partial payments shall become the property of Contractor, or, if the Contract Documents so provide, the property of Owner; however, this provision shall not relieve Subcontractor from the sole responsibility and liability for all work and materials upon which payments have been made until final acceptance thereof by Owner.

d. Subcontractor shall ensure that all sub-subcontractors, employees and suppliers, at all times, are paid all amounts due in connection with the performance of the Subcontract. Subcontractor shall not use any payment received by Subcontractor from Contractor for any purpose other than to satisfy indebtedness incurred in the performance of this Subcontract. Contractor shall have the right to at any time contact the Subcontractor's sub-subcontractors and suppliers for the purpose of verifying that Subcontractor's payment obligations are being met. In the event Contractor has reason to believe the Subcontractor is not fulfilling its payment obligations in accordance with its contractual or other legal obligations to its sub-subcontractors, Contractor shall notify the Subcontractor and give the Subcontractor a reasonable opportunity to cure. If the Subcontractor fails to cure, then the Contractor may take any steps necessary to ensure that progress payments are utilized to pay such obligations, including, but not limited to, direct payment issue checks jointly to Subcontractor and any vendor, sub-subcontractor or third party, or the right to withhold out of subsequent progress payments a reasonable amount to protect Contractor from any and all claims, loss or damage, including attorney's fees, arising out of any claim or lien, until Subcontractor submits evidence satisfactory to Contractor that all previous amounts owed in connection with the performance of this Subcontract, ~~or any other contractual arrangements between the parties,~~ have been paid. ~~In the event that Contractor issues one or more checks jointly to Subcontractor and any vendor, sub-subcontractor or third party, Subcontractor hereby authorizes Contractor to assess an administrative fee and discount any monies due and payable to Subcontractor by the amount of \$200 for each joint check.~~ Subcontractor shall also ~~immediately~~ reimburse Contractor for any amounts paid, including costs and attorney's fees, by Contractor or under Contractor's payment bond, if any, in connection with this Subcontract caused by Subcontractor's failure to make payments as provided in this paragraph.

e. Final payment shall be made the sooner of written acceptance by Owner and any tenant of Owner of Subcontractor's work, or 90 days after the entire project is complete; provided, that such payment shall not be due until (1) Subcontractor has provided satisfactory proof of payments of all amounts owed by Subcontractor in connection with the Project, (such proof to include, but not be limited to, a summary of all charges for goods and services associated with the Work performed by Subcontractor, that are subject to sales tax and the taxes paid on such goods and services), (2) Contractor has been paid in full for the entire Project, and (3) Subcontractor has provided the documentation required by Articles 11 and 12. Notwithstanding any provision to the contrary herein, to the extent the Owner exercises its right withhold non-retainage money from the Contractor for labor and materials properly invoiced by the Subcontractor for specified reasons unrelated to acts or omissions by the Subcontractor, then the Contractor shall pay the Subcontractor for all properly invoiced labor and materials within 90 days of receipt of Subcontractor's invoice. No provision of this Subcontract shall serve to void the Subcontractor's entitlement to payment for work properly performed or materials properly installed in accordance with this Subcontract or for materials suitably stored in accordance with this Subcontract.

**4. Subcontractor's Investigations and Representations.**

Subcontractor having ~~thoroughly~~ reasonably investigated and informed itself of the conditions, locality and site of the work, and nature and difficulty of the work, by ~~thorough~~ reasonable examination and comparison of all plans and specifications, and project site conditions insofar as they relate ~~in any way~~ to the work to be undertaken herein such that Subcontractor can perform all work and requisite duties, obligations and responsibilities, including those reasonably inferable there from, under this Subcontract for the contract price specified herein, subject to adjustments as permitted in this Subcontract, agrees to complete the work described herein to the best of its ability and in a professional and workmanlike manner, in ~~strict~~ accordance with the requirements of the Contract Documents, including all documents incorporated herein and details illustrative thereof. Subcontractor enters into this Subcontract on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of Contractor, Owner or any of their respective officers, agents, servants or employees.

**5. Subcontractor's Liability.**

a. Subcontractor hereby assumes ~~the entire~~ responsibility and liability for all work, supervision, labor and materials provided hereunder, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by Subcontractor until final acceptance of the work by Owner. In the event of any loss, damage or destruction thereof from any cause (other than to the extent of Contractor's ~~sole~~ negligence), Subcontractor shall be liable therefore and shall repair, rebuild and make good said loss damage or destruction at Subcontractor's cost.

b. Subcontractor shall indemnify and hold harmless Contractor for all costs Contractor incurs as a result of Subcontractor's failure to perform this Subcontract in accordance with its terms. Subcontractor's failure to perform shall include the failure of its suppliers and/or subcontractors of any tier to perform or comply with any law, rule, code or regulation governing the work. Subcontractor's liability shall include, but not be limited to (1) damages and other delay costs payable by Contractor to Owner; (2) Contractor's increased costs of performance, such as extended overhead and increased performance costs resulting from Subcontractor-caused delays or improper Subcontractor work, all in accordance with Contractor's standard billable rates; (3) warranty and re-work costs; (4) liability to third parties, and (5) attorney's fees and related costs incurred by Contractor against Subcontractor or its sureties to enforce any of Contractor's rights or defenses as provided herein.

c. In the event that Subcontractor or any of its agents, employees, suppliers, or lower-tier subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items belonging to or under the control of Contractor, Subcontractor shall be liable to Contractor for any loss or damage (including personal injury or death) which may arise from such use, except ~~where to the extent~~ such loss or damage shall be due ~~solely~~ to the negligence of Contractor's ~~employees operating Contractor-owned or leased equipment~~.

d. Contractor is hereby given the right to withhold amounts otherwise due under this subcontract or any other contractual arrangements between the parties to cover any costs or liability Contractor has incurred or may incur for which Subcontractor may be responsible hereunder.

e. Subcontractor's assumption of liability is independent from, and not limited in any manner by, the Subcontractor's insurance coverage.

f. Subcontractor shall be responsible for calculating and remitting all sales or other taxes due and payable on all goods and services which are subject to tax and are associated with the Work performed by Subcontractor, its agents, or employees, and all sub-subcontractors. Subcontractor shall indemnify, defend and hold harmless Contractor (including its affiliates, parents and subsidiaries), Owner and Architect, and all of their agents and employees from and against all claims, damages, loss and expense, including but not limited to, reasonable attorneys' fees, arising from the failure of Subcontractor, its agents, or suppliers, and all sub-subcontractors, to comply with their respective sales tax obligations both hereunder and under the laws of the State having jurisdiction over the work.

g. Subcontractor is solely and exclusively responsible for the payment of wages and applicable benefits to its employees in accordance with applicable law, employment contracts or union agreements, whichever is greater. Subcontractor shall be responsible for any increases in applicable wage or benefit rates during this contract, and there shall be no adjustment to the contract price or rates payable to Subcontractor for increases in applicable wage or benefit rates. Subcontractor shall defend, indemnify and hold harmless Contractor for any and all damages or claims, including costs and reasonable attorney's fees, against or incurred by Contractor that are caused in whole or in part by Subcontractor's actual or alleged failure to comply with this section.

h. Subcontractor shall, upon request, prepare and sign any necessary inspection or certification documents to establish that Subcontractor's Work is furnished and installed in strict conformance with the Contractor Documents, including but not limited to, permit, certificate of occupancy, warranty or tax-compliance documentation.

i. Subcontractor shall provide services necessary to evaluate energy efficiency measures in order for Contractor to qualify for available local, state or federal incentives or rebates, and Subcontractor agrees to execute relevant documents necessary for such programs. It is agreed that Contractor shall be the beneficiary of incentives or rebates received under these programs. Moreover, to assist in Contractor's tax compliance, at appropriate times during or after the project, Subcontractor agrees to execute the applicable Inspection, Certification and Calculation documents related to Section 179D of the Internal Revenue Code. With the cooperation of Subcontractor, Contractor or its tax advisors will prepare these documents, all accompanying documentation and the contents therein. Furthermore, Subcontractor agrees that Contractor will be designated the sole Section 179D beneficiary.

**6. Indemnification.**

a. To the fullest extent permitted by applicable law, Subcontractor shall defend all claims or allegations and indemnify and hold harmless Contractor, Owner and Architect (including their respective affiliates, parents, subsidiaries, agents and employees), from and against all damages, loss and expense, including reasonable attorney's fees and costs, resulting from, relating to or arising out of Subcontractor's Work under this Agreement; however, Subcontractor's indemnity obligation shall not apply to the extent applicable law prohibits Subcontractor from indemnifying and holding harmless Contractor for that portion of damages or losses caused by the independent negligence of Contractor, its agents or employees. In any event, with respect to any claims against, the Contractor, Owner, or Architect (as the case may be), the Subcontractor agrees to defend, indemnify and hold harmless Contractor, Owner, and/or Architect until it is determined by a court or arbitrator that Contractor's, Owner's or Architect's sole negligence or willful misconduct (as the case may be) had proximately caused the alleged damage or loss.

b. This indemnification obligation shall not be construed to negate, or abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article 6.

c. In any and all claims against the Owner, the Architect, the Contractor (including its affiliates, parents and subsidiaries) and other contractors or subcontractors, or any of their agents or employees, by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation under this Article 6 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

d. Subcontractor expressly and specifically agrees to waive any defense or claim that Subcontractor's obligation to assume liability, indemnify, defend and save harmless Contractor, Owner and/or Architect, as provided for in this Agreement (or as provided by statute or common law), is in any way affected or diminished by any statutory or constitutional immunity it may enjoy from lawsuits by its own employees, or from limitations of liability or recovery under workers' compensation laws or other similar laws.

e. The obligations of the Subcontractor under this Article 6 shall not extend to the liability of the Architect, its agents or employees, arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (b) the giving of or the failure to give directions or instructions by the Architect, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

**7. Subcontractor's Insurance.**

***NOTE: A Contractor Controlled Insurance Program ("CCIP") has been implemented on this project. Please refer to Exhibit "1" - Standard Instructions Package to this agreement, for additional specific requirements regarding the CCIP and enrollment procedures.***

a. Prior to the start of the Subcontractor's Work, the Subcontractor shall procure for the Subcontractor's Work and maintain in force Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance (CGL), Excess Liability Insurance (Excess) and/or Umbrella Insurance (Umbrella), Automobile Insurance and all insurance required by the Contract Documents, by a carrier(s) approved by the Contractor. This insurance shall include Contractual Liability insurance covering the Subcontractor's obligations under Article 6. The Contractor and the Owner(s) shall be named as additional insured on each of these policies except for Worker's Compensation and Professional Liability Insurance, if applicable to this Subcontract. If Subcontractor's Work includes design or other professional services, Subcontractor shall provide evidence of Professional Liability Insurance coverage in the amount of not less than \$1 million per Occurrence and Aggregate, or the limits specifically required in the Contract Documents, whichever is greater. All such Professional Liability policies shall remain in force for ~~eight~~ five years upon completion of the work and proof of coverage shall be forwarded to Contractor upon its yearly renewable date. Any Sub-subcontractor that is hired by Subcontractor shall also be required to purchase and maintain insurance that satisfies the criteria that is set forth under Article 7 of the Agreement. Any Subcontractor or any of Subcontractor's sub-subcontractors that are involved in the performance of any type of rigging operations must carry Rigging Accident Liability Insurance, inclusive of property damage as well as death and personal injury coverage, in a commercially reasonable amount, and shall supply proof of such coverage to Construction Manager. A Sub-subcontractor shall furnish Contractor with evidence that the required insurance has been purchased.

b. CGL coverage shall be written on ISO Occurrence form CG 00 01 10 93 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury. Contractor, Owner and all other parties required of the Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement ~~CG 20 10 11 85, or~~ CG 20 10 10 93 **and** CG 20 37 10 01, or CG 20 33 10 01 **and** CG 20 37 10 01, or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. Any and all Primary, Excess and Umbrella Insurance purchased by Subcontractor shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. In other words, any Primary, Excess and Umbrella

**7. Subcontractor's Insurance (continued).**

insurance furnished by the Subcontractor in accordance with this Agreement, shall exhaust "vertically", and not share "horizontally" with any of Contractor's, Owner's or Architect's other insurance. Excess and Umbrella coverage shall be written "following form". All vehicles used by Subcontractor in performance of the Work shall be covered by the required Automobile Liability Insurance coverage.

c. The Subcontractor's Comprehensive General and Automobile Liability Insurance and Excess Liability shall be written with limits of liability not less than the following:

<b><u>Original Subcontract Value.....</u></b>		<b><u>Under \$100,000</u></b>		<b><u>Over \$100,000</u></b>
A.	Comprehensive General Liability including Completed Operations.			
	1. Bodily Injury	\$1,000,000	2,000,000	Each Occurrence
		\$2,000,000	4,000,000	Aggregate / Project
	2. Property Damage	\$1,000,000	2,000,000	Each Occurrence
		\$2,000,000	4,000,000	Aggregate / Project
B.	Comprehensive Automobile Liability			
	Combined Single Limit	\$1,000,000	1,000,000	Each Occurrence
C.	Excess Liability	\$1,000,000	5,000,000	Each Occurrence
		\$1,000,000	5,000,000	Aggregate

The general aggregate limits identified above shall be strictly dedicated for this Project and shall be evidenced on Subcontractor's certificate of insurance

d. Subcontractor shall maintain Commercial General Liability coverage for itself and all additional insureds for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured for at least five (5) years after completion of the Work, or up and until the date of the lapse of the applicable statute of repose which governs the project, whichever is longer.

e. The Subcontractor shall maintain in effect all insurance coverage required under this Agreement and the Contract Documents at the Subcontractor's sole expense and with insurance companies licensed to do business in the locale of the project. The requirements stated in this Agreement are minimum requirements. If any of the Contract Documents require greater limits or types of insurance, the requirements stated in the Contract Documents should be followed. Coverages afforded thereunder shall not be altered, suspended, cancelled or not renewed, nor restrictive modifications added, until at least sixty (60) days prior written notice has materially been given to the Contractor, which requirements shall also be set forth in the policies. Certificates of Insurance, or certified copies of policies and/or endorsements acceptable to the Contractor shall be filed with the Contractor prior to the commencement of the Subcontractor's Work. In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, the Contractor may purchase such coverage and charge the expense thereof to the Subcontractor, or terminate this Agreement.

f. Subcontractor shall disclose any and all deductibles or retentions under the policies required herein. Subcontractor shall bear the cost and be responsible for the payment of any deductible or self-insured retention ("SIR") associated with any claim submitted under any of the policies of insurance that the Subcontractor has agreed to furnish in accordance with the terms of this Agreement. In the event Subcontractor fails to make payment of any required deductible or SIR, Contractor, at its option, may pay such deductible or SIR and thereafter recover the payment from the Subcontractor. Subcontractor ***shall not*** obtain insurance policies that restrict or limit who (or which insured) can make payment of a required SIR or deductible.

g. The Contractor and Subcontractor waive all rights against each other and the Owner, the Architect, separate contractors, and all other subcontractors for loss or damage to the extent covered by Builder's Risk or any other property or equipment insurance, except such rights as they may have to the proceeds of such insurance; provided, however, that such waiver shall not extend to the acts of the Architect listed in Article 6.e.

h. It is expressly agreed that the Contractor's failure to require or verify Subcontractor's complete and timely performance of Subcontractor's insurance obligations under Article 7 of this Agreement shall not constitute a waiver by the Contractor of its right to require the Subcontractor to comply with such insurance requirements and/or to seek damages against Subcontractor for its failure to comply with Article 7 of this Agreement.

**8. Time of Performance and Manpower.**

a. Subcontractor will proceed with the work in a prompt and diligent manner, in accordance with Contractor's schedule as reasonably amended from time to time, or as reasonably directed by the Contractor's authorized representative. TIME IS OF THE ESSENCE.

**8. Time of Performance and Manpower (continued).**

b. If requested by Contractor, Subcontractor shall submit a detailed schedule for performance of the Subcontract, in a form acceptable to Contractor, which shall comply with all scheduling requirements of the Contract Documents and with Article 8.a. above.

c. Subcontractor will ~~properly~~ coordinate its work with the work of Contractor, other subcontractors, and Owner's other builders, if any, so no delays, interference, or interruption will occur in the completion of any part or all of the Project.

d. If the Contract Documents provide for liquidated damages or permit consequential damages, or if Contractor shall be held liable to Owner for delays beyond the project completion date, then Subcontractor shall be liable to Contractor for the proportionate share of any such damages resulting from delays caused by Subcontractor.

e. Subcontractor shall at all times supply a sufficient number of skilled workers and supervision to perform the Work covered by this Subcontract in accordance with Contractor's schedule, or as directed by the Contractor's authorized representative. In the event Subcontractor fails to supply sufficient manpower to comply with Contractor's schedule, Contractor has the right upon 24 hours notice to supplement Subcontractor's forces with additional skilled workers and to deduct the cost of same from payments due Subcontractor. This right of Contractor to supplement subcontractor's manpower is in addition to all other rights or remedies of Contractor contained in this Subcontract and may be exercised upon ~~24~~<sup>48</sup> hours notice notwithstanding the provisions of Article 14. Contractor's supplemental forces may use the materials and equipment of Subcontractor to perform the Work.

**9. Changes and Claims.**

a. Contractor may, at any time, unilaterally or by agreement with Subcontractor, and without notice to the sureties, make changes including additions and deletions, in the work covered by this Subcontract. Any unilateral order, or agreement, under this Article 9.a. shall be in writing. Subcontractor shall perform the work as changed without delay, provided Subcontractor has received a written order from Contractor to proceed with the changed work, unless an emergency requires Subcontractor to proceed without a written order. Contractor will provide electronic documents to Subcontractor for pricing of such changes. Printing of these documents or obtaining hard copies of these documents is the responsibility of the Subcontractor. In the event Contractor and Subcontractor cannot agree upon the addition or deletion to the Subcontract price or time caused by such change prior to the need for commencement of the changed work, the Subcontractor shall nonetheless proceed promptly with the work. If Subcontractor intends to make a claim for extra compensation or time as a result of such change, it must, prior to proceeding with the work associated with the change, provide Contractor with a written notice that it is proceeding with the changed work under protest. Subcontractor waives and is barred from pursuing any and all claims for which a written notice of protest has not been provided. To the extent work is performed under this section without advance agreement of the adjustment to the subcontract price, if any, or time, if any, Subcontractor shall track all labor, material and equipment and obtain daily verification by Contractor of these resources utilized solely for the work at issue. To the extent such work is, in fact, a change to the scope of Subcontractor's Work under this Agreement, Subcontractor's payment shall be limited to the actual costs incurred for labor, materials and equipment as substantiated by Subcontractor and verified by Contractor or Owner as the case may be, plus the markup set forth in subparagraph (c) below.

b. Subcontractor shall submit in writing to Contractor all claims for adjustment in the Subcontract price or schedule, including an itemization of the damages and time claimed, within five days after the start of the occurrence giving rise to the claim (unless Contractor allows additional time for the submission of data or the Contract Documents provide for a shorter time). No claim for an adjustment in the contract time or price shall be valid if not submitted in accordance with this Article 9 and shall be barred if not so submitted. Subcontractor waives all claims for additional compensation and an extension of time if Subcontractor fails to strictly comply with any term of this Section 9, and any costs incurred by Subcontractor shall be at Subcontractor's sole risk and cost.

c. Adjustments in the Subcontract price resulting from changes, shall be set forth in a Subcontract Change Order. Subcontractor shall receive a mark-up of 15% for combined overhead, insurance premiums, permit fees, bond premiums and profit on the direct costs of materials and labor associated with any change, provided such costs are agreed to by Contractor.

d. Subcontractor acknowledges that delays, acceleration, inefficiencies, hindrances, or lost productivity resulting from changes in the work, extreme weather, changes to the sequencing of the work, material shortages, transportation, strikes and other causes are inherent in the construction process. Subcontractor acknowledges that it has accounted for delays, accelerations and inefficiencies in its prices and agrees to bring no claims for money damages as a result of any delay, acceleration, inefficiency, lost productivity or hindrance. In the event that Subcontractor claims that it has been delayed or hindered, it shall submit a request for a time extension to Contractor in the manner and pursuant to the time periods set forth in the Contract Documents. If it is determined that Subcontractor has been delayed or hindered or rendered inefficient through any reason other than its own fault, the time for performance hereunder will be extended and the extension of time will be Subcontractor's sole remedy.



**9. Changes and Claims (continued).**

for the delay, acceleration, hindrance or inefficiency. Under no circumstances will the Contractor or Owner be liable to the Subcontractor for damages resulting from any delays, hindrances or inefficiencies, subject to Section 9(f).

e. Subcontractor acknowledges that Contractor's superintendent or other field personnel shall not be an authorized agent of Contractor to approve Subcontractor's change requests. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner or Contractor has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim for an increase in any amounts due under the Subcontract Documents or for a change in any time period provided for in the Subcontract Documents. In that regard, Subcontractor's claims for additional compensation or an extension of time for performance shall be limited to causes identified, and the conditions specified, in this Section 9 unless otherwise further limited by the Contract Documents, in which case the provisions of the Contract Documents shall take precedence.

f. The Subcontractor agrees that it shall not be entitled to nor claim any adjustment of time for any delay, obstruction, hindrance or interference to the Work except to the limited extent that Contractor has actually obtained an adjustment from the Owner under the Contract Documents for such delay, obstruction, hindrance or interference, and then only to the extent of the time adjustment, if any, which Contractor on behalf of the Subcontractor, actually received from the Owner on account of such delay, obstruction, hindrance or interference.

~~Not used. g. Notwithstanding any term or provision herein to the contrary, Subcontractor expressly waives and releases all claims or rights to recover lost profit (except for profit on work actually performed), recovery of overhead (including home office overhead), and any other indirect damages, costs or expenses in any way arising out of or related to the Agreement, including the breach thereof by Contractor, delays, charges, acceleration, loss of efficiency or productivity disruptions and interferences with the performance of the work.~~

h. It shall be an express condition precedent to any obligation on the part of Contractor to make payment of any such cost, reimbursement, compensation or damages to the Subcontractor hereunder that Contractor shall first be determined to be entitled to such compensation on behalf of the Subcontractor and then receive such payment from Owner, and Subcontractor expressly acknowledges that Contractor is not obligated or required to pursue Subcontractor claims as against Owner if Contractor, in its sole discretion, after review of Subcontractor's claim, has deemed the claim to lack merit in whole or in part.

i. Acceptance by Subcontractor of a change order shall operate as a waiver by Subcontractor of any and all claims arising out of or relating to the work set forth in the change order, unless specifically and expressly reserved in the change order. General reservations are not acceptable and shall not be enforceable.

j. In the event Subcontractor makes a Claim for additional compensation or a change in the Work that is subject to Owner approval or is otherwise disputed by Owner, Subcontractor shall be responsible for the reasonable legal costs and expenses of Contractor to pursue the Claim on behalf of Subcontractor.

k. In the event that Owner or Contractor request pricing of changes in the Work, Subcontractor agrees to provide pricing and associated detail, such as substantiated breakdowns of labor, material and equipment, within a reasonable period of time, not to exceed five days from Subcontractor's receipt of the request. Failure by Subcontractor to timely provide the information required by this section shall permit Contractor, at Contractor's sole and exclusive discretion, to provide its own reasonable estimate, which estimate shall be binding on Subcontractor.

l. Subject to the other conditions of this Article 9 with respect to compensation for delays, Subcontractor shall not be entitled to added supervision or foreman costs for changes in the Work except to the extent such supervision is not, and should not, already be on site for Subcontractor's base contract Work.

**10. Settlement of Disputes.**

Except as otherwise set forth herein, or in any provision of the Contract Documents to the contrary, no dispute or claim of any nature arising out of or relating to this Subcontract will be subject to arbitration. In the event Contractor and Subcontractor cannot resolve disputes, either party may prosecute its claim in a court of competent jurisdiction within the State of Virginia. All suits must be brought in the courts of Virginia. Subcontractor must commence any action within one year of the date Subcontractor substantially completes its work, otherwise the Subcontractor's claim will be deemed to have been waived. In the event of an arbitration between Owner and Contractor, and at the sole option of Contractor, Subcontractor may be joined in such arbitration. Subcontractor shall include a similar provision in its Sub-subcontracts.

**11. Warranty and Closeout.**

a. Subcontractor warrants its work hereunder to Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents; and with respect to Subcontractor's work, Subcontractor shall perform all warranty obligations and responsibilities assumed by Contractor under the Contract Documents. If no guarantee or warranty is required by the Contract Documents, then the Subcontractor shall guarantee or warranty its work against all deficiencies and defects in materials and/or workmanship for one (1) year from the date of substantial completion of all or a designated portion of the Project. Once Subcontractor is placed on written notice of a warranty issue, Subcontractor shall respond within 72-hours to commence investigation and repair of the work at issue.

b. The Subcontractor shall furnish "as-built" or record drawings in reproducible form, copies of warranties and guarantees from its suppliers and subcontractors, and operation and maintenance manuals for all equipment furnished hereunder.

c. Nothing in this section shall excuse Subcontractor from the obligation to perform its work with the level of quality, workmanship and standards set forth in the Contract Documents, or limit the time in which Contractor may identify or seek a remedy for defects in Subcontractor's work.

d. Notwithstanding anything to the contrary in the Contract Documents, no warranties provided by or through Subcontractor, including manufacturer warranties, shall be conditioned upon payment or resolution of disputes with respect to payment. The provision of unconditional warranties is a condition precedent to final payment under this Agreement. To the extent any warranties are issued with such conditions, and until the conditions are removed, Subcontractor and its surety guarantee to Contractor and Owner the terms of the warranty as if the prohibited conditions did not exist. It shall be Subcontractor's sole responsibility to make arrangements to provide and/or obtain warranties that comply with this provision or to satisfy any such conditions so that the warranties are timely and in full force and effect.

e. Subcontractor shall provide all equipment/system startup and training, testing, operation manuals, attic stock, lock out/tag out, or other closeout documents required by the Contract Documents on or before substantial completion of Subcontractor's other Work. Contractor may assign reasonable values, other than retainage, to withhold against Subcontractor's payment pending receipt of, or completion of, these closeout items. Subcontractor shall be responsible for costs or damages incurred by Contractor for delayed or failed performance of the requirements under this Article 11.

**12. Liens.**

a. If any subcontractor, laborer, materialman or supplier of the Subcontractor or any other person directly or indirectly acting for, through or under it or any of them files or maintains a lien or claim, whether a mechanics' lien or an attested account or otherwise, a mechanic's lien or claim against the Project or Premises or any part thereof or any interests therein or any improvements thereon or against any monies due or to become due from the Owner to Contractor or from Contractor to the Subcontractor, for or on account of any work, labor, services, materials, supplies, equipment or other items performed or furnished for or in connection with the Work or under any change order or supplemental agreement for extra or additional work in connection with the Project, the Subcontractor agrees to cause such liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within five (5) days from the date of the filing thereof, and upon its failure to do so Contractor shall have the right, in addition to all other rights and remedies provided under this Agreement and the other Contract Documents or by law, to cause such liens or claims to be satisfied, removed or discharged by whatever means Contractor chooses, at the entire cost and expense of the Subcontractor (such cost and expense to include reasonable legal fees and disbursements). The Subcontractor agrees to indemnify, protect and save harmless Contractor and the Owner from and against any and all such liens and claims and actions brought or judgments rendered thereon, and from and against any and all loss, damages, liability, costs and expenses, including reasonable legal fees and disbursements, which Contractor and/or the Owner may sustain or incur in connection therewith. Contractor shall have the right to withhold from any payments due or to become due to the Subcontractor an amount sufficient, in its judgment, to protect and indemnify the Contractor from and against any and all such loss, damages, liability, costs and expenses, including legal fees and disbursements, or if the amount of remaining payments is, in Contractor's judgment, insufficient, ~~the Contractor may demand immediate payment from Subcontractor. Subcontractor shall pay the balance due to Contractor. The Subcontractor's failure to make immediate payment in accordance with the Contractor's demand shall be deemed a material breach of this Agreement.~~

b. At the time final payment is made, Subcontractor shall provide to Contractor a general release of all claims in connection with its performance of this Agreement. Final payment will not be due until said general release and any documents, waivers, or certificates required by Owner's lender are provided. Additionally, prior to the making of final payment, Subcontractor shall provide Contractor with evidence satisfactory to Contractor that there are no outstanding liens or claims outstanding against the Work.



**12. Liens (continued).**

c. The Subcontractor covenants and agrees that no mechanics' liens or claims will be filed or maintained against the Project and its premises or any part thereof or any interests therein or any improvements thereon, or against any monies due or to become due from the Owner to Contractor or from Contractor to the Subcontractor, for or on account of any work, labor, services, materials, equipment or other items performed or furnished in connection with the Work, ~~and the Subcontractor does hereby expressly waive, release and relinquish all rights to file or maintain any such mechanic's liens and claims and agrees further that this waiver of the right to file or maintain mechanics' liens and claims shall be an independent covenant and shall apply as well to work, labor and services performed and materials, equipment and other items furnished under any change order or supplemental agreement for extra or additional work.~~

**13. Termination for Convenience.**

The Contractor shall have the right at any time, on not less than five (5) days notice to the Subcontractor, to terminate this Agreement without cause and/or for the Contractor's convenience. Upon receipt of such notice of termination, the Subcontractor shall immediately discontinue the Work and remove its equipment and employees from the site. In the event of termination under this paragraph, the Subcontractor shall have the right, at its sole and exclusive remedy, to recover from the Contractor payment for all Work executed and costs incurred up to the date of termination (less any payments theretofore made to the Subcontractor by the Contractor on account thereof) provided, however, that in no event shall the amount recovered by the Subcontractor from the Contractor as aforesaid exceed a greater percentage of the Contract Price than the percentage of Work completed through the date of termination or any sum Contractor might recover from Owner in the event Contractor's contract or authorization has been terminated by Owner. All indemnities and all warranties shall survive the termination of the Contract.

**14. Subcontractor's Failure to Perform and Termination For Cause.**

a. If, in the opinion of Contractor, Subcontractor shall at any time (1) materially refuse or fail to provide a sufficient number of properly skilled workmen, adequate supervision or materials or the proper quality, (2) fail ~~in any respect~~ to prosecute the work according to the current schedule or as reasonably directed by Contractor, (3) cause, by any action or omission, within its reasonable control, the stoppage, or delay of, interruption or interference with the work of Contractor or of any other builder or subcontractor, (4) materially fail to comply with any provisions of this Subcontract or the Contract Documents, or commit a material breach of the Subcontract, then, after serving three (3) business days written notice, unless the condition specified in such notice shall have been eliminated within such three (3) days, the Contractor may at its option ( i ) without voiding the other provisions of (the subcontract and without notice to the sureties, take such steps as are necessary to overcome the condition, in which case the Subcontractor shall be liable to Contractor for the cost thereof consistent with Article 5, or (ii) terminate the Subcontract for default. In the event of termination for default, Contractor may, at its option, 1) enter on the premises and take possession, for the purpose of completing the work, of all materials and equipment of Subcontractor, (2) require Subcontractor to assign to Contractor any or all of the subcontract or purchase orders involving the project or (3) complete the work either by itself or through others, by whatever method Contractor may deem expedient. In case of termination for default, Subcontractor shall not be entitled to receive any further payment until the work shall be fully completed and accepted by Owner. At such time, if the unpaid balance of the price to be paid shall exceed the expense incurred by Contractor consistent with Article 5, such excess shall be paid by Contractor to Subcontractor. If such amount due Contractor shall exceed such unpaid balance, then Subcontractor shall pay Contractor the difference within five (5) business days following demand by Contractor. Subcontractor shall pay all reasonable costs of collection, including a reasonable attorney's fee, if any.

~~Not used. b. In the event of a dispute between Contractor and Subcontractor, Subcontractor shall pay all costs and expense, including reasonable attorney's fees, incurred by Contractor to successfully defend the claim, in whole or in part, and to prosecute a claim against Subcontractor. Such fees and costs are part of Subcontractor's indemnity obligations to Contractor under Sections 5 and 6 above.~~

c. If Contractor wrongfully exercises any option under Article 14.a ( i ) or ( ii ) above, such exercise shall be deemed a Termination for Convenience and the Subcontractor compensated as provided for in Article 13 hereof.

**15. Subcontractor's Bankruptcy or Insolvency.**

a. Upon the appointment of a receiver for the Subcontractor or upon the Subcontractor making an assignment for the benefit of creditors, the Contractor may terminate this Agreement giving three (3) business days written notice, by certified mail, to the Subcontractor and its surety, if any. If an order for relief is entered under the bankruptcy code with respect to the Subcontractor, the Contractor may terminate this Agreement by giving three (3) business days written notice, by certified mail, to the Subcontractor, its trustee, and its surety, if any, unless the Subcontractor, the surety, or the trustee:

**15. Subcontractor's Bankruptcy or Insolvency (continued).**

- ( i ) promptly cures all defaults;
- ( ii ) provides adequate assurances of future performance;
- ( iii ) compensates the Contractor for actual pecuniary loss resulting from such defaults, and
- ( iv ) assumes the obligations of the Subcontractor within the statutory time limits.

b. If the Subcontractor is not performing in accordance with the Schedule of Work at the time of entering an order for relief, or at any subsequent time, the Contractor, while awaiting the decision of the Subcontractor or its trustee to reject or to accept this Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Article as are reasonably necessary to maintain the Schedule of Work. The Contractor may offset against any sums due or to become due the Subcontractor all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable overhead, profit and attorney's fees. The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the contract price.

**16. Safety Requirements.**

In order to help assure the safety of all workers and the orderly progression of work, the following are to be considered basic safety requirements for all personnel on this project. These requirements are not intended to be all inclusive and may need to be amended, supplemented, or changed to meet specific project conditions such as the nature of the work and such other rules as required by the customer.

The Subcontractor agrees in the performance of this contract to observe and comply with the following requirements (in addition to any other contractual safety requirements). Violation of these rules and regulations shall be considered a material breach and may, at the Contractor's option, result in termination of the Subcontract Agreement.

- a. All applicable federal, state, local, or other regulatory agency's safety rules and regulations including, but not limited to, the Occupational Safety & Health Act of 1970, as amended.
- b. The Subcontractor agrees to observe and comply with Contractor's Corporate Safety Manual/Plan in effect, which terms are incorporated as part of this Agreement. Subcontractors are required to develop their own safety program that promotes safety awareness among its employees for the Project.
- c. Maintain safe and healthful working conditions.
- d. All areas of the project, with special emphasis on passageways, flammable or combustible storage areas, as well as areas around ladders, stairs and ramps, will be maintained in a clean and orderly condition at all times -- good housekeeping is everyone's job.
- e. Subcontractor shall have all material and equipment in or on portable carts, bins, racks, movable pallets, tables with casters, or equivalent. If necessary, specified materials and equipment shall be able to be relocated within one hour of notification.
- f. All employees must comply with established regulations and practices, and the proper wearing and use of all safety equipment. Hard hats are required at all times and to be worn per the manufacturer's recommendations. All employees on this project shall wear eye protection full time. Eye protection must include side protection and meet ANSI Z87.1 requirements. Workers shall wear eye protection adequate for the task being performed. Canvas shoes, jogging shoes, or sneakers are prohibited. "Steel-toe" safety shoes are recommended.
- g. Only trained, authorized people will operate or service equipment. Equipment will be operated only in accordance with the manufacturer's recommendations and by properly licensed operators, where applicable.
- h. The use, possession, or sale of alcohol or other drugs is prohibited. Those who are believed to have used, or are under the influence of drugs or alcohol, will be removed from the project.
- i. Maintain a continuous educational program in safe operating procedures.
  - 1. Weekly safety meetings will be conducted by each subcontractor for their personnel.
  - 2. Subcontractors are encouraged to conduct safety training prior to each new phase or operation.
- j. If the Subcontractor's worker's primary language is other than English, Subcontractor will provide a translator at all times that said workers are on site. The translator must have the ability to conduct required on site training, including Tool Box Talks.

**16. Safety Requirements (continued).**

k. Clean-up - Subcontractor shall keep the construction area, including storage areas used by him, at all times free from Subcontractor's rubbish, waste material, excess materials, equipment, and debris, and each day shall remove from the site, or to a specified location on the site as may be directed by the Contractor, any such rubbish, waste material and debris, and prior to completion of work, shall remove all tools, scaffolding, equipment and materials used by Subcontractor and not incorporated into the completed work and shall leave Subcontractor's work "broom clean" and free and clear of all obstruction and hindrance. If the Subcontractor fails to so remove Subcontractor's rubbish, waste material, etc., after 24 hours notice, then the Contractor shall have the right to remove same and charge the cost thereof against monies due or to become due the Subcontractor. Given the inherent difficulty with determining responsibility among multiple subcontractors for cleanup, Subcontractor accepts Contractor's good faith estimate and allocation of responsibility for cleanup costs are final and binding on Subcontractor.

l. Subcontractor agrees to have a representative present at all scheduled job and safety meetings held while Subcontractor is performing work. Unless otherwise excused from attendance at such meetings by Contractor, Subcontractor hereby consents to a reduction in payment of \$100.00 for each and every failure to attend job meetings.

m. The Subcontractor shall follow the Contractor's safety directions. Any safety hazards found must be abated immediately by the offending Subcontractor. If the safety abatement is not performed in a timely manner, as determined by Contractor, Contractor will have the hazardous safety abatement completed and forward all associated costs to the offending Subcontractor.

n. Safety violations will not be tolerated. Violations are taken seriously and may lead to written warnings, fines, or permanent removal from the project. Violations are categorized into three (3) groups as determined by the Contractor's Safety Director, and are comparable to the Federal OSHA Violation types and are as follows:

- i. Other Than Serious  
\$250 - \$500 Fine and/or Violating worker terminated from project;
- ii. Serious  
\$500 - \$1,000 Fine and/or Violating worker terminated from project;
- iii. Willful or Repeat  
\$1,000 - \$2,500 fine and Violating worker terminated from project.

In addition to the penalty schedule above, continued disregard of safety regulations may also lead to the employer having to retrain or recertify individual workers, individual crews, or their entire company. Proof of retraining and/or recertification must be forwarded to Contractor.

Any individual that commits a Willful Violation will be permanently removed from the project and may be prohibited from working on any other projects of the Contractor.

Contractor at any time, may direct Subcontractor to immediately remove any worker that is in violation of this section if, in the opinion of Contractor, the worker is endangering the life, health or safety of him/her self or others.

o. Subcontractor shall also indemnify, defend and hold harmless Contractor (including its affiliates, parents and subsidiaries), Owner and Architect, and all of their agents and employees from and against all claims, damages, loss and expense, including but not limited to, attorneys' fees, arising from the failure of Subcontractor, its agents, suppliers, or employees, and all sub-subcontractors, to comply with Section 16 hereof.

**17. Assignment.**

Subcontractor shall not sub-subcontract the work of the Subcontract and shall not assign or transfer this subcontract, or funds due thereunder, without the prior written consent of Contractor and Subcontractor's surety.

**18. Patents and Royalties.**

Except as otherwise provided by the Contract Documents, Subcontractor shall pay all royalties and license fees which may be due on the inclusion of any patented materials in the work. Subcontractor shall defend all suits or claims for infringement of any patent rights that may be brought against Contractor or Owner arising out of the work, and shall be liable to Contractor and Owner for all loss, including all costs and expenses, on account thereof; provided however, the Subcontractor shall not be liable for such infringement or loss when a particular design, process, or product of a particular manufacturer or manufacturers is specifically required by the Contract Documents, or where the copyright violations are contained in drawings, specification or other documents prepared by the Owner, Architect, Contractor, or other person for whom Subcontractor is not responsible.

**19. Taxes and Permits.**

a. Except as otherwise provided by the Contract Documents, Subcontractor agrees to pay and comply with and hold Contractor harmless against the payment of all contributions, taxes or premiums which may be payable by it under Federal, state or local laws arising out of the performance of this Subcontract, and all sales, use or other taxes of whatever nature levied or assessed against Owner, Contractor, or Subcontractor arising out of this Subcontract, including any interest or penalties. Subcontractor shall obtain and pay for all permits, licenses, fees and certificates of inspection necessary for the prosecution and completion of its work and shall furnish copies of same to the Contractor.

b. Subcontractor shall be responsible for calculating and remitting all sales taxes due and payable to revenue authorities having jurisdiction over the Project on all goods and services which are subject to sales tax and are associated with the Work performed by Subcontractor, its agents, or employees, and all sub-subcontractors. Subcontractor shall indemnify, defend and hold harmless Contractor, (including its affiliates, parents and subsidiaries), Owner and Architect, and all of their agents and employees from and against all claims, damages, loss and expense, including but not limited to, attorney's fees, arising from the failure of Subcontractor, its agents, or suppliers, and all sub-subcontractors, to comply in this respect.

**20. a. Laws, Regulations and Ordinances.**

Subcontractor agrees to be bound by, and, at its own cost, comply with all federal, state and local laws, codes, ordinances and regulations applicable to this Subcontract and the performance of the work hereunder including, but not limited to, prevailing wage laws, licensing laws, labor laws, tax laws, social security acts, unemployment compensation acts, workers compensation laws, affirmative action laws and the Occupational Safety and Health Act of 1970. Subcontractor hereby agrees to comply fully and completely with any and all federal, state and local statutes, regulations or executive orders; 1) precluding employment discrimination on the basis of race, color, religion, national origin, sexual gender or sexual orientation, age; or 2) requiring affirmative action to eliminate, among other things, under-utilization of minorities or other classifications to the extent same are applicable to Contractor. **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** Subcontractor shall be duly licensed to operate under the law of the applicable jurisdictions. Subcontractor shall be liable to Contractor and Owner for all loss, cost and expense attributable to any acts of commission or omission by Subcontractor, its employees and agents resulting from failure to comply including, but not limited to, fines, penalties or corrective measures. Contractor strictly enforces the positions of the Immigration Reform and Control Act of 1986 and requires all Subcontractors to do the same. As a condition precedent to Subcontractor's right to receive payment, Subcontractor agrees to provide all evidence and paperwork reasonably requested by Contractor to substantiate compliance by Subcontractor and its sub-subcontractors with these requirements.

**b. Communication of Hazards.**

Subcontractor shall and shall ensure that its agents, employees, and suppliers, and all sub-subcontractors, comply with all applicable standards (hereinafter "The Standards") of ( i ) the Occupational Safety and Health Standards Subpart Z - Toxic and Hazardous Substances Hazard Communication Standard, created pursuant to 29 U.S.C. 655 of the Occupational Safety and Health Act, as amended from time to time, including, but not limited to, the requirements for multi-employer workplaces stayed on June 24, 1988 by the United States Court of Appeals for the Third Circuit in Associated Builders and Contractors, Inc. v. Secretary of Labor, including but not limited to, reporting, record keeping and training requirements regarding the transmittal, use and storage of any hazardous material for use on the Project, and ( ii ) the Comprehensive Environmental Response, Compensation and Liability Act; the Superfund Amendment and Reauthorization Act, including the Emergency Planning and Community Right-To-Know Act as amended from time to time. Subcontractor assumes sole responsibility for failure of it, its agents, employees, and suppliers and all sub-subcontractors to comply with the Standards and all consequences of such failure. Copies of any forms, documents, or writings required to be submitted, filed, maintained, posted against Subcontractor or its sureties to enforce any of Contractor's rights as provided herein; and all costs of compliance, expenses and damages, including but not limited to, fines or penalties assessed against Contractor incurred as a result of violations of Section 20 (b) by Subcontractor, its agents, employees, and suppliers and any sub-subcontractors.

c. Subcontractor shall also indemnify, defend and hold harmless Contractor (including its affiliates, parents and subsidiaries), Owner and Architect, and all of their agents and employees from and against all claims, damages, loss and expense, including but not limited to, attorneys' fees, to the extent arising from the failure of Subcontractor, its agents, suppliers, or employees, and all sub-subcontractors, to comply with Section 20 hereof.

**21. Labor.**

a. The Subcontractor shall not employ workers, means, materials or equipment or assign work in any manner which may cause strikes, work stoppages or any disturbances by workers employed by the Subcontractor, Contractor or other contractors or subcontractors on or in connection with the Work or the Project or the location thereof. The Subcontractor agrees that all disputes as to jurisdiction of trades shall be adjusted in the manner or by a process that Contractor may require, including, if Contractor so requires, in accordance with any plan for the settlement of jurisdictional disputes to which Contractor may be bound in connection with the Project which may be in effect either nationally or in the locality in which the Work is being done. Subcontractor agrees that it shall assign work consistent with any such plan and shall be bound and abide by all such adjustments and settlements of jurisdictional disputes, provided that the provisions of this Article shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes. There shall be no manifestations on the project of any dispute between any labor organization and the Subcontractor. The Subcontractor agrees to employ workers, agents, suppliers and subcontractors who will perform the work under this Subcontract whether or not other employees or mechanics on the project are members or non-members of any labor or collective bargaining organization. Should the Subcontractor fail to carry out or comply with any of the foregoing provisions, Contractor shall have the right, in addition to any other rights and remedies provided by this Agreement or the other Subcontract Documents or by law, after three (3) days written notice mailed or delivered to the last known address of the Subcontractor, to terminate this Agreement or any part thereof or the employment of the Subcontractor for all or any portion of the Work for cause.

b. If the Subcontractor has any intention of obtaining sub-subcontractor(s) to work at this project, the Subcontractor must provide a written submittal stating the sub-subcontractor(s) name, address and completion date. This information must be approved prior to the sub-subcontractor(s) commencing work. The sub-subcontractor(s) is also required to obtain and maintain all the insurance requirements stated in Article 7, of this Subcontract. The Subcontractor must submit regular up-to-date lists of their sub-subcontractor(s) working at this project.

c. Should any workers performing work covered by this Subcontract engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, Contractor may, at its option and without prejudice to any other remedies it may have, after twenty-four (24) hours written notice to Subcontractor, provide any substitute labor as may be required and deduct the cost thereof from any monies due or thereafter to become due Subcontractor; and further, Contractor may at its option, without prejudice to any other remedies it may have, terminate the employment of Subcontractor for the work under this Subcontract, and shall have the right to enter upon the premises and take possession for the purpose of completing the work either with its own employees or other Subcontractors; and in case of such termination of the employment by Contractor, Subcontractor shall not be entitled to receive any further payments under the Subcontract or otherwise but shall nevertheless remain liable for any damages which Contractor incurs consistent with Article 5. If the expenses incurred by Contractor in completing the work shall exceed the unpaid balance due Subcontractor, Subcontractor shall pay the difference to Contractor together with any other damages incurred by Contractor as the result of Subcontractor's default. Contractor shall have a lien upon all materials, tools, and appliances taken possession of, to secure the payment thereof.

d. Subcontractor's assumption of liability is independent from, and not limited in any manner by, the Subcontractor's insurance coverage obtained pursuant to Article 7, or otherwise.

e. Subcontractor shall also indemnify, defend and hold harmless Contractor (including its affiliates, parents and subsidiaries), Owner and Architect, and all of their agents and employees from and against all claims, damages, loss and expense, including but not limited to, attorneys' fees, to the extent arising from the failure of Subcontractor, its agents, suppliers, or employees, and all sub-subcontractors, to comply with Section 21 hereof.

**22. Notices.**

All notices required to be in writing shall be addressed to the parties at the addresses herein, and shall be considered as delivered: 1) when postmarked if dispatched by registered/certified mail or confirmed receipt delivery by a common-carrier, 2) when sent, if by fax or e-mail; or 3) when received in all other cases. Notwithstanding the above, actual notice from Contractor to Subcontractor, whether verbal or in writing, shall constitute proper notice under this agreement.

**23. Severability and Waiver.**

The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision, and to the extent possible the terms of this Agreement shall be interpreted consistent with the permissible limits of applicable law to reflect the intent of the parties without invalidating or voiding the provisions. The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Subcontract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

**24. Advertising.**

Neither Subcontractor, its subcontractors, suppliers nor employees shall take photographs of the work on site, or publish or display advertising matter of any description relating to the Project without first obtaining the written consent of Contractor and the Owner.

**25. Bond.**

The Subcontractor shall, if required by the Contractor, furnish at Contractor's expense a Performance and Payment Bond, in the full amount of this Subcontract. The bond form and the surety shall be acceptable to the Contractor.

**26. Complete Agreement.**

This Subcontract contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. In the event the law of the state which governs this Agreement renders any portion of this Subcontract void or unenforceable, the remaining requirements shall remain in full force and effect as between the parties. Moreover, in such an instance, all obligations of the Subcontractor, including, but not limited to its obligations to indemnify the Contractor, shall be enforced to the fullest extent permitted by the applicable law, and shall be construed to conform to the law.

**27. No Third Party Beneficiary Rights.**

Nothing in this Agreement shall be deemed to create any third party beneficiary relationship between Owner and any Subcontractor.

**28. Jury Trial Waiver**

**SUBCONTRACTOR WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have hereunto executed this Subcontract and any attached Riders, hereinafter included as part of this Subcontract Agreement, on the day and year above written.

**SUBCONTRACTOR****GENERAL CONTRACTOR**

Westley Douglas  
Authorized Signature

David Heavener  
KBE Authorized Signature

Westley Douglas President  
Printed Name and Title

David Heavener, Project Manager  
Printed Name and Title

For: MANGANARO MIDATLANTIC, LLCFor: KBE BUILDING CORPORATION



RIDER "A" - SUBCONTRACTOR'S SCOPE OF WORK  
between  
KBE BUILDING CORPORATION  
and  
MANGANARO MIDATLANTIC, LLC

The following items are included in Subcontractor's Scope of Work but are in NO WAY meant to limit the Scope of Work and obviously do not list all the items that Subcontractor must perform.

1. Furnish all labor, materials, supervision, tools, supplies equipment, insurance, permits, all applicable sales and use taxes, and services necessary for a COMPLETE DRYWALL, CARPENYRY, CEILING PACKAGE as shown in the Contract Documents for the above referenced project, to be in accordance with the Project's General Conditions and related work by others as described herein, to include, but not limited to the following:

**SCOPE DESCRIPTION**

This Scope of Work includes construction of: UVA Brandon Ave UC Housing, including the following:

Subcontract agreement for this work scope to include all cost for, 92650 DRYWALL SYSTEMS, as it relates to this project, listed within this document, and as follows and in accordance with all drawings, reports, and specifications, prepared by Goody Clancy.

Subcontract Agreement is inclusive of the following Addendum and RFI: Amendment 1, 2, & 3

Subcontract Agreement includes tax on the following; (LABOR AND MATERIALS).

Subcontract Agreement reflects providing sufficient labor & equipment and materials delivery to permit all trades to meet the Project schedule.

**SPECIFICATIONS:**

**05 40 00** - COLD FORMED METAL FRAMING - Including but not limited to the following:

- Shop drawings and LEED submittals
- Testing by Owner testing agency (informational)

**06 05 73** - WOOD TREATMENT - Including but not limited to the following:

- Preservative and Fire retardant wood
- Submittals

**06 10 00** - ROUGH CARPENTRY - Including but not limited to the following:

- Lumber, softwood plywood, rough hardware, blocking, nailers, furring, FRT Panels for electrical and telephone equipment
- Submittals, including LEED requirements

**06 16 00** - SHEATHING - Including but not limited to the following

- Gypsum wall sheathing, Cementitious backer board, Plywood wall sheathing, Plywood roof sheathing, Accessories
- Submittals, including LEED requirements

**07 21 00** - THERMAL INSULATION - Including but not limited to the following

- Thermal batt insulation, Thermal mineral fiber insulation, Thermal rigid insulation, Safing insulation, ~~Cavity wall insulation~~, Accessories
- Submittals, including LEED requirements
- Batt insulation ~~FOIL FACED (2.2, B)~~, Mineral fiber UNFACED

**09 10 00** - NON-STRUCTURAL METAL FRAMING - Including but not limited to the following

- Metal studs and furring, shaftwall systems, Metal suspension systems, Accessories
- Submittals, including LEED requirements

**09 22 10** - FURRING AND LATHING (Addendum #1 rev) - Including but not limited to the following

- Metal channel framing and furring, Metal suspended framing systems, Metal lath, Metal trim and Accessories
- Shop Drawings, Submittals, including LEED requirements

~~**09 24 00** - PORTLAND CEMENT PLASTERING - Including but not limited to the following~~

- ~~- Three coat portland cement plaster for application to metal lath~~
- ~~- Submittals, including LEED requirements~~
- ~~- Application (3.2) - Exterior vertical surface 7/8" thickness, horizontal 3/4" thickness~~
- ~~- Scratch coat, Brown coat, Finish coat~~

~~**09 27 13** - GLASS FIBER REINFORCED GYPSUM FABRICATIONS - Including but not limited to the following:~~

- ~~- GFRG as indicated for interior applications~~
- ~~- Shop Drawings and Submittals, including LEED requirements~~
- ~~- 3.2, F - Finish GFRG fabrications for Level for and match surface texture of units~~
- ~~- Repair hollows, voids, scratches, and other surface imperfections on units~~

**09 29 00** - GYPSUM BOARD (Addendum #1 rev) - Including but not limited to the following:

- Gypsum board and accessories, Sound rated construction accessories, Gypsum board finishing, Trim and accessories
- Submittals including LEED requirements
- Gypsum board, ~~Abuse-resistant Gypsum board~~, Ceiling board, Moisture and Mold Resistant Gypsum board, Shaftwall, and Cementitious backer board
- Typical finishing - Level 4, sanded



**RIDER "A" SUBCONTRACTOR'S SCOPE OF WORK (CONTINUED)****09 51 00 - ACOUSTICAL CEILINGS** (Addendum #1 rev) - Including but not limited to the following:

- Acoustical panels for lay-in application, Metal framing and suspension systems, Trim and Accessories
- Shop Drawings, Submittals, including LEED requirements
- ATTIC STOCK - (1) unopened carton of panels for each 100 cartons installed for each type, pattern, and color
- Acceptable manufacturers - Armstrong, Mars and Eclipse by USG, CertainTeed
- ACT-1 - 24x60x 3/4", ACT-2 24x72x 3/4", ACT-3 24x48x 3/4"
- Beveled Tegalor for 9/16" grid
- Suspension systems - 9/16" - Suprafine XL by Armstrong, Chicago Metallic 4000 Temptra, Centrictee by USG

**09 54-26 - LINEAR WOOD CEILINGS** (Addendum #1 rev) - Including but not limited to the following:

- Manufactured wood slat ceiling system with Accessories
- Shop Drawings, Submittals, including LEED requirements
- Acceptable manufacturers - WoodWorks Grille by Armstrong, Doweled Panel Grilles by Rulon, Wood Grilles by 9Wood
- Species - Maple, fire retardant treated, 3-1/4" blades, Cherry Light finish

Metal framing, insulation, drywall, and ceilings as required for Mockup assembly detailed A2.12

**Metal Framing and Drywall:**

~~Furnish/install 3-1/2" mineral wool insulation at Foundation Wall Type 3 (3/A6.00)~~

~~Furnish/Install 3-1/2" mineral wool insulation at Exterior Wall Types E1, E2, E3, and E4 (A6.00 details)~~

~~-- Z-furring at CMU block @ curtainwall sill - 1/A6.56 typical~~

Exterior wall framing and sheathing as per A6.00 Wall Types

~~-- Install brick ties on gypsum sheathing as furnished by others~~

- Metal framing, sheathing at parapet and penthouse cornice per A6.40 details

Framing, insulation, and drywall for all interior partitions per Wall Types, A8.00

- Subcontractor acknowledges all Notes included with Wall Types, A8.00 as inclusive in their scope of work
- Metal framing/drywall at underside of interior stair and landing assemblies per A5.05 details

**Ceilings -**

- Framing, supports, and gypsum board for drywall ceilings Type CLG-1
  - ~~Furnish/~~install access panels in drywall ceilings as indicated
  - Framing, supports, and gypsum for bulkheads as required
- ~~Cementitious Plastering/stucco installed at underside of walkway, North Wing (A9.11A RCP)~~
- Supports, hangers, ceiling grid and tile for Acoustical Ceilings:
  - ACT-1 (2x5)
  - ACT-2 (2x6) - Main corridor areas, Study rooms, Package Center, etc.
  - ACT-3 (2x2) - Restroom areas
- Wood feature ceilings as specified - furnish/install supports, hangers, and material
  - Residential Lobby areas

**Rough Carpentry:**

- Furnish/install in-wall wood or metal blocking as required and indicated for:
  - Toilet partitions and accessories
  - Millwork installations
  - Wall mounted equipment (display boards, etc.)
  - Future Wall Mounted Shelving Stantons (Note in detail 1/A4.11)

**Exterior:**

- Roof edge blocking per A6.40 and similar details
- Plywood blocking at parapet and cornice details
- Wood blocking at roof scupper openings
- Plywood blocking and nailers at roof screen structural supports per A6.41 details
- Wood blocking at storefront/curtainwall jambs at concrete openings, A6.55 details
- Blocking as required at rooftop mechanical equipment curbs

**Miscellaneous:**

~~GFRG Round Column Cover - F/I - detail 5/A8.10 (see also Millwork scope)~~

A/800, Note 3 - Provide deck filler and sealant at intersections of partitions and underside of structure

Installation of Doors/Frames/Hardware

~~Installation of all toilet partitions and accessories~~

Installation of two trash chutes provided by others

Dumpsters for removal of debris generated by this scope of work

**RIDER "A" SUBCONTRACTOR'S SCOPE OF WORK (CONTINUED)****GENERAL TRADE REQUIREMENT**

1. Subcontractor to provide all lifts, scaffolding, and equipment to accomplish scope of work. Material hoist for stocking to be provided by others.

**GENERAL CONDITIONS**

1. Agrees to deliver, unload and store material purchased by KBE under this work scope.
  2. All contractors shall keep the construction area free and clear of debris, and remove trash from construction areas.
  3. All contractors to maintain all fire access as necessary and as determined by the Fire Marshal.
  4. All materials to be collected, assembled, and finished in accordance with all notes on all construction documents.
  5. All materials to be delivered in the proper design sequence, without exception.
  6. Work shall include all cost related to complying with KBE insurance requirements. Where bid documents require more than KBE requirements, subcontractor shall follow the bidding document requirements.
  7. Subcontractor acknowledges receipt of ITB that directs Subcontractors to ISQFT website containing a full set of the project's design documents, specifications and reports.
  8. Subcontractor has reviewed all the project design documents prior to submitting a proposal for this work scope. All bidding documents contained with ISQFT site are the Subcontractor's responsibility to review, download or have printed. This scope of work is based on all bidding documents.
  9. Subcontractor has visited the job site and has become knowledgeable of the surroundings and site specifics regarding this work scope.
  10. Subcontractor will supply/install protection for all materials installed under this scope for duration of work scope.
  11. Have reviewed all the project design documents prior to submitting a proposal for this work scope.
  12. KBE requires certain proof of contractor qualifications, as specified within the documents received. If awarded this project, Subcontractor can and will produce the required historical data to verify past work performance.
  13. Materials requiring an Operation and Maintenance manual must have O&M submitted prior to invoicing for material.
  14. Payment and Performance Bond (if applicable) and required insurance MUST accompany signed contract.
  15. Perform all work under this scope in accordance with OSHA and KBE and bidding document insurance requirements.
  16. Perform all work under this scope in strict compliance with: Federal, State, local Storm Water/ Soil Erosion Sediment Control laws where underground utility occur.
  17. Prequalification form must accompany bids of \$250,000.00 or greater. Contracts with a value of \$250,000.00 or greater must supply a P&P bond with a surety Co with an A rating.
  18. Proposal pricing is all inclusive, to complete the intent of the DRYWALL SYSTEMS specific to UVA Brandon Ave UC Housing, as defined on the design drawings. Subcontractor has included in their proposal all equipment, labor, supervision, material, based on Subcontractor's industry experience/expertise to satisfy and fully complete the design criteria.
  19. Provide all shop drawings, submittals, contract closeout information, including red lined, as-built drawings as required by bidding documents within time frame specified in contract documents.
  20. Provide and pay for all testing and inspections specified for the work of this scope as identified in the specifications that is not owner supplied.
  21. Provide any layout/field measuring required for the work of this scope.
  22. Provide instruction to owner personnel on operation and maintenance of equipment installed under this scope.
  23. Provide sales tax as required under this proposal.
  24. Remove all excavation debris and unsuitable soils generated by work of this scope from site.
  25. Secure and pay for all permits and/or fees associated with work of this scope.
  26. Supply all: management, supervision, labor, tools, ladders, fasteners, forms, covers, saw cutting, coring, vibrators, sealants, caulk, supports, brackets, equipment off loading, rigging, pumps, equipment, trucks, excavators, backhoes, rollers, tampers, loaders and safety apparatus/signage, to fully complete the intent of this work scope, per the design documents.
  27. The work shall include daily clean-up of own debris. If any debris is left around the jobsite, KBE will back-charge the subcontractor whose materials have not been discarded into disposal container.
  28. This Subcontractor shall visit the site so that they have familiarized themselves with the site and have accounted for the impact of all reasonably identifiable existing conditions upon the work and that such impact is included within this scope of work.
2. Subcontractor will supply a skilled and knowledgeable foreman to supervise their portion of work and to deal with Contractor's field Superintendent on a daily basis and perform/supervise the following duties:
    - a.) Attend job meetings and have the authority to represent the Subcontractor at these meetings.
    - b.) Hold weekly safety meetings with the other employees of Subcontractor, and submit to Contractor's field Superintendent on a weekly basis, a signature list of the men attending this safety meeting and describing the discussion.
    - c.) Assuring Subcontractor's debris is picked up on a daily basis, or more often if deemed necessary by Contractor's field Superintendent, so as to maintain a safe work place for all.

**Rider "A" Subcontractor's Scope of Work (Continued)**

3. Subcontractor will provide any required overtime if:
  - a.) Material and/or equipment needs to be unloaded and/or staged before or after working hours, and/or;
  - b.) Work must be performed on overtime or additional shifts to meet project schedule.
4. Contractor will provide the following temporary facilities and equipment:
  - a.) Portable toilets.
  - b.) Temporary water supply (hose bib).
  - c.) Cost of utility usage.
  - d.) Temporary lighting and temporary heat in those work areas of the building normally provided in standard construction practices.
5. Subcontractor will provide all other temporary facilities and equipment required to perform his work which shall include, but not be limited to, the following:
  - a.) Hoses to distribute water supply from source.
  - b.) Power cords to distribute power.
  - c.) All required crane hoisting or other lifting devices.
  - d.) All scaffolding, staging, ladders and or safety measures to meet or exceed regulatory requirements, including the identification of the Competent Person for erection and use of the same.
  - e.) Job offices (with power and telephones), storage containers, tool boxes, etc.
6. Contractor will provide a reasonable amount of benchmark elevations (controls). Subcontractor is responsible for all other layout as required to perform their work.
7. If Subcontractor works at night, all required lighting, above what was outlined above, will be furnished, operated and maintained by Subcontractor.
8. It will be Subcontractor's responsibility for all his employees', agents', etc., parking requirements.
9. Contractor will not be charged for any incidental stand-by-time by Subcontractor or any of its agents, sub-subcontractors, suppliers or deliveries.
10. It will be Subcontractor's responsibility to remove from the site any damaged, rejected, surplus or unusable items that will not fit into Contractor's dumpsters. If Subcontractor's waste material is considered hazardous waste, it will be the responsibility of Subcontractor to remove this material from the site and dispose of all hazardous waste materials as required by all applicable regulatory agencies.
11. Subcontractor is responsible to coordinate and schedule with the Project Superintendent all material deliveries, off-loading and stocking plans.
12. Any required as-built drawings or other information, must be recorded by Subcontractor on the set of drawings retained at the site by Contractor's Project Superintendent prior to substantial completion of Subcontractor's work as directed by the Project Superintendent. All changes must be clearly marked and in a reproducible ink. If Subcontractor neglects to record as-built information, Contractor has the right to research and record as-built conditions of Subcontractor's work and backcharge Subcontractor for all associated costs incurred by Contractor. Notwithstanding the above, fire protection Subcontractors may submit as-built drawings directly to Contractor's main office. Subcontractor will be responsible for supplementing as-built information after substantial completion in order to assure a full as-built record upon final completion of the Subcontractor's work on the project. Submission of adequate as-built information and all other required closeout information is a condition precedent to Subcontractor's right to release of retainage and final payment.
13. Subcontractor must comply with the requirements of the "Worker Eligibility & Employment Verification Program" as outlined in the Standard Instruction Package that accompanies, and is hereby incorporated as part of this Subcontract Agreement as "Exhibit "1".
14. If requested by Owner or Contractor, Subcontractor shall provide to Owner and Contractor detailed information relating to benefit programs Subcontractor offers to some or all its employees, including but not limited to health insurance, retirement benefits, training and apprenticeship programs, and whether employees have accepted those benefits or cash alternatives. Subcontractor is on notice that Owner may have established minimum requirements for such benefits, including but not limited to the extent of availability to all employees, the level of coverage, and the amount paid by Subcontractor for the benefits. Subcontractor agrees to comply with all such requirements and shall provide full substantiation of compliance within 10 days after receiving a request for the information.

END OF RIDER "A"

RIDER "B" - DRAWING & SPECIFICATION LIST  
between  
KBE BUILDING CORPORATION  
and  
MANGANARO MIDATLANTIC, LLC

Brandon Avenue Upper Class Housing - UVA (November 6, 2017)  
Charlottesville, VA

SPECIFICATIONS

Project Specifications dated August 31, 2017, prepared by Goody Clancy, 420 Boylston Street, Boston, MA 02116 and their consultants.

- 1) Addenda No. 1 dated 10/10/2017 (9 pages); plan revisions (332 pages); RFI responses (9 pages); Specifications (414 pages),
- 2) Addenda No. 2 dated 10/17/2017 (2 pages); Geotech And specifications, Plans and Sketches; RFI responses (151 pages)
- 3) Addenda No. 3 dated 10/18/2017 (8 pages); Specification revisions (Unit masonry (17), Fire Rated Glass Window System (5))

DRAWING LIST

As prepared by Goody Clancy and their consultants.

DRAWING	TITLE	ORIG. DATE	REVISION DATES
	<u>VOLUME I</u>		
	Cover Sheet	8/31/2017	
T0.01	Project Information Map and Drawing Index	8/31/2017	
T0.02	Architectural Legend, Symbols & Abbreviations	8/31/2017	
	<u>LIFE SAFETY</u>		
LS0.P2	Parking Level 2 Life Safety Plan	8/31/2017	
LS0.P1	Parking Level 1 Life Safety Plan	8/31/2017	
LS0.01	1 <sup>st</sup> Floor Life Safety Plan	8/31/2017	
LS0.02	2 <sup>nd</sup> Floor Life Safety Plan	8/31/2017	
LS0.03	3 <sup>rd</sup> Floor Life Safety Plan	8/31/2017	
LS0.04	4 <sup>th</sup> Floor Life Safety Plan	8/31/2017	
LS0.05	5 <sup>th</sup> Floor Life Safety Plan	8/31/2017	
LS0.06	6 <sup>th</sup> Floor Life Safety Plan	8/31/2017	
LS0.07	Roof Life Safety Plan	8/31/2017	
LS1.01	Mechanical Floor Firestop Details	8/31/2017	
LS1.02	Mechanical Floor Firestop Details 2	8/31/2017	
LS1.11	Mechanical Wall Firestop Details 1	8/31/2017	
LS1.21	Electrical Floor Firestop Details 1	8/31/2017	
LS1.22	Electrical Floor Firestop Details 2	8/31/2017	
LS1.23	Electrical Floor Firestop Details 3	8/31/2017	
LS1.31	Electrical Wall Penetrations 1	8/31/2017	
LS1.32	Electrical Wall Penetrations 2	8/31/2017	
CIVIL			
C0.01	General Notes	10/10/2017	
C0.02	Erosion and Sediment Control Notes	10/10/2017	
C0.03	Logistics Plan	10/10/2017	
C1.01	Existing Site Conditions	10/10/2017	
C1.02	Survey Tables	10/10/2017	
C2.01	Demolition and Erosion & Sediment Control Phase I	10/10/2017	
C3.01	Site Plan	10/10/2017	
C3.02	Grading, Drainage, and E&S Phase II Plan	10/10/2017	

Rider "B" – Drawing and Specification List (continued)

Brandon Avenue Upper Class Housing - UVA Charlottesville, VA	(November 6, 2017)
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DRAWING	TITLE	ORIG. DATE	REVISION DATES
	<u>CIVIL CONTINUED</u>		
C3.03	Drive Aisle Plan & Profile	10/10/2017	
C3.04	Detailed Grading	10/10/2017	
C3.05	Detailed Grading	10/10/2017	
C3.06	Utility Plan	10/10/2017	
C4.01	Utility Profiles	10/10/2017	
C4.02	Utility Profiles	10/10/2017	
C4.03	Utility Profiles	10/10/2017	
C4.04	Utility Profiles	10/10/2017	
C4.05	Utility Profiles	10/10/2017	
C5.01	Erosion & Sediment Control Details	10/10/2017	
C5.02	Erosion & Sediment Control Details	10/10/2017	
C5.03	Construction Details	10/10/2017	
C5.04	Construction Details	10/10/2017	
C5.05	Construction Details	10/10/2017	
C5.06	Construction Details	10/10/2017	
C5.07	Construction Details	10/10/2017	
C5.08	Construction Details	10/10/2017	
	<u>LANDSCAPING</u>		
LA1.01	Tree Preservation Plan	8/31/2017	
LA1.02	Overall Site Plan	8/31/2017	
LA1.03	Site Photometrics	10/10/2017	
LA2.00	Materials Schedule	10/10/2017	
LA2.01	Layout & Materials Plan 1	10/10/2017	
LA2.02	Layout & Materials Plan 2	10/10/2017	
LA2.03	Layout & Materials Plan 3	10/10/2017	
LA2.04	Layout & Materials Plan 4	10/10/2017	
LA3.01	Site Section 1	10/10/2017	
LA3.02	Site Section 2	10/10/2017	
LA3.03	Site Section 3	10/10/2017	
LA4.01	Site Plan Enlargements	10/10/2017	
LA4.02	Paving Pattern Details	10/10/2017	
LA5.01	Site Details 1	10/10/2017	
LA5.02	Site Details 2	10/10/2017	
LA5.03	Site Details 3	10/10/2017	
LA5.04	Site Details 4	8/31/2017	
LA5.05	Site Details 5	10/10/2017	
LP1.01	Planting Plan for Trees	10/10/2017	
LP1.02	Planting Plan for Shrubs and Groundcover	10/10/2017	
LP1.03	Soils Plan	8/31/2017	
LP5.01	Planting Details	8/31/2017	
LP5.02	Tree Preservation Details	8/31/2017	
LP6.01	Planting Schedule	8/31/2017	
IR1.01	Irrigation Plan	8/31/2017	
IR5.01	Irrigation Details	8/31/2017	
	<u>ARCHITECTURAL</u>		
A0.P2	Parking Level 2	8/31/2017	
A0.P1	Parking Level 1	8/31/2017	
A0.01	1 <sup>st</sup> Floor Plan	8/31/2017	
A0.02	2 <sup>nd</sup> Floor Plan	8/31/2017	
A0.03	3 <sup>rd</sup> Floor Plan	8/31/2017	
A0.04	4 <sup>th</sup> Floor Plan	8/31/2017	
A0.05	5 <sup>th</sup> Floor Plan	8/31/2017	
A0.06	6 <sup>th</sup> Floor Plan	8/31/2017	
A0.07	Roof Plan	8/31/2017	

Rider "B" – Drawing and Specification List (continued)

Brandon Avenue Upper Class Housing - UVA Charlottesville, VA	(November 6, 2017)
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DRAWING	TITLE	ORIG. DATE	REVISION DATES
	<u>ARCHITECTURAL CONTINUED</u>		
A1.P2A	Enlarged Parking Level 2 Plan	8/31/2017	
A1.P2B	Enlarged Parking Level 2 Plan	8/31/2017	
A1.P1A	Enlarged Parking Level 1 Plan	8/31/2017	
A1.P1B	Enlarged Parking Level 1 Plan	8/31/2017	
A1.01A	Enlarged 1 <sup>st</sup> Floor Plan	8/31/2017	
A1.01B	Enlarged 1 <sup>st</sup> Floor Plan	8/31/2017	
A1.02A	Enlarged 2 <sup>nd</sup> Floor Plan	8/31/2017	
A1.02B	Enlarged 2 <sup>nd</sup> Floor Plan	8/31/2017	
A1.03A	Enlarged 3 <sup>rd</sup> Floor Plan	8/31/2017	
A1.03B	Enlarged 3 <sup>rd</sup> Floor Plan	8/31/2017	
A1.04A	Enlarged 4 <sup>th</sup> Floor Plan	8/31/2017	
A1.04B	Enlarged 4 <sup>th</sup> Floor Plan	8/31/2017	
A1.05A	Enlarged 5th Floor Plan	8/31/2017	
A1.05B	Enlarged 5th Floor Plan	8/31/2017	
A1.06A	Enlarged 6 <sup>th</sup> Floor Plan	8/31/2017	
A1.06B	Enlarged 6 <sup>th</sup> Floor Plan	8/31/2017	
A1.07A	Enlarged Roof Plan	8/31/2017	
A1.07B	Enlarged Roof Plan	8/31/2017	
A1.1P2A	Enlarged Slab Edge Plan Parking Level 2A	8/31/2017	
A1.1P2B	Enlarged Slab Edge Plan Parking Level 2B	8/31/2017	
A1.1P1A	Enlarged Slab Edge Plan Parking Level 1A	8/31/2017	
A1.1P1B	Enlarged Slab Edge Plan Parking Level 1B	8/31/2017	
A1.11A	Enlarged Slab Edge Plan – 1 <sup>st</sup> Floor	8/31/2017	
A1.11B	Enlarged Slab Edge Plan – 1 <sup>st</sup> Floor	8/31/2017	
A1.12A	Enlarged Slab Edge Plan – 2 <sup>nd</sup> Floor	8/31/2017	
A1.12B	Enlarged Slab Edge Plan – 2 <sup>nd</sup> Floor	8/31/2017	
A1.13A	Enlarged Slab Edge Plan – 3 <sup>rd</sup> Floor	8/31/2017	
A1.13B	Enlarged Slab Edge Plan – 3 <sup>rd</sup> Floor	8/31/2017	
A1.14A	Enlarged Slab Edge Plan – 4 <sup>th</sup> Floor	8/31/2017	
A1.14B	Enlarged Slab Edge Plan – 4 <sup>th</sup> Floor	8/31/2017	
A1.15A	Enlarged Slab Edge Plan – 5 <sup>th</sup> Floor	8/31/2017	
A1.15B	Enlarged Slab Edge Plan – 5 <sup>th</sup> Floor	8/31/2017	
A1.16A	Enlarged Slab Edge Plan – 6 <sup>th</sup> Floor	8/31/2017	
A1.16B	Enlarged Slab Edge Plan – 6 <sup>th</sup> Floor	8/31/2017	
A1.17A	Enlarged Slab Edge Plan - Roof	8/31/2017	
A1.17B	Enlarged Slab Edge Plan - Roof	8/31/2017	
A2.01	Exterior Elevations – North & East	8/31/2017	
A2.02	Exterior Elevations – South-East & West	8/31/2017	
A2.03	Enlarged Elevations	8/31/2017	
A2.04	Enlarged Elevations	8/31/2017	
A2.05	Enlarged Elevations	8/31/2017	
A2.06	Enlarged Elevations	8/31/2017	
A2.07	Enlarged Elevations	8/31/2017	
A2.08	Enlarged Elevations	8/31/2017	
A2.09	Enlarged Masonry Elevation – Cast Stone	8/31/2017	
A2.10	Enlarged Masonry Elevation - Brick	8/31/2017	
A2.11	Enlarged Elevation – Alum Composite Panel	8/31/2017	
A2.12	Exterior Mockup	8/31/2017	
A3.01	Building Sections	8/31/2017	
A3.02	Building Sections	8/31/2017	
A3.03	Coordination Sections	8/31/2017	
A3.04	Coordination Sections	8/31/2017	
A3.05	Coordination Sections	8/31/2017	
A3.06	Coordination Sections	8/31/2017	
A3.07	Coordination Sections	8/31/2017	



Rider "B" – Drawing and Specification List (continued)

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DRAWING	TITLE	ORIG. DATE	REVISION DATES
	<u>ARCHITECTURAL CONTINUED</u>		
A3.08	Coordination Sections	8/31/2017	
A3.09	Coordination Sections	8/31/2017	
A3.10	Coordination Sections	8/31/2017	
A4.02	Demising Wall Types	8/31/2017	
A4.03	4BR Typical Apartment – Enlarged Plan	8/31/2017	
A4.04	4BR Typical Apartment - Elevations	8/31/2017	
A4.05	3BR Enlarged Plans and Elevations	8/31/2017	
A4.06	4BR-HC Accessible Apartment – Enlarged Plans	8/31/2017	
A4.07	4BR-HC Accessible Apartment - Elevations	8/31/2017	
A4.08	Senior Director	8/31/2017	
A4.09	Typical RA Unit	8/31/2017	
A4.10	Residential Lobby Level 1	8/31/2017	
A4.11	Package Center and Study	8/31/2017	
A4.12	Elevator Lobby Levels 2-6, Enlarged Plans	8/31/2017	
A4.13	Study Lounges Levels 2-6	8/31/2017	
A4.15	Typical Corridor Elevations	8/31/2017	
A4.21	Trash/Recycling Enclosure	8/31/2017	
A4.22	Areaway Plan and Section	8/31/2017	
A5.01	North Stair/Elevator Plans and Sections	8/31/2017	
A5.02	Elevator 1 & 2 Plans and Sections	8/31/2017	
A5.03	Center Stair Plans and Sections	8/31/2017	
A5.04	South Stair Plans and Sections	8/31/2017	
A5.05	Stair Details	8/31/2017	
A5.06	Stair Details	8/31/2017	
A5.07	Stair Details	8/31/2017	
A5.08	Elevator Details	8/31/2017	
A6.00	Typical Exterior Wall and Roof types	8/31/2017	
A6.01	North Wing Wall Sections	8/31/2017	
A6.02	North Wing Wall Sections	8/31/2017	
A6.03	Center Wing Wall Sections	8/31/2017	
A6.04	South Wing Wall Sections	8/31/2017	
A6.05	South Wing Wall Sections	8/31/2017	
A6.20	Typical Foundation Details	8/31/2017	
A6.21	Typical Foundation Details	8/31/2017	
A6.22	Typical Foundation Details	8/31/2017	
A6.23	Typical Foundation Details	8/31/2017	
A6.30	Exterior Cladding Details	8/31/2017	
A6.31	Exterior Cladding Details	8/31/2017	
A6.32	Exterior Cladding Details	8/31/2017	
A6.33	Exterior Plan Details	8/31/2017	
A6.34	Exterior Plan Details	8/31/2017	
A6.40	Roof Details	8/31/2017	
A6.41	Roof Details	8/31/2017	
A6.42	Roof Details	8/31/2017	
A6.50	Window & Louver Types	8/31/2017	
A6.51	Ext. Storefront Enlarged Elevations	8/31/2017	
A6.52	Curtainwall 1 Enlarged Elevations	8/31/2017	
A6.53	Curtainwall 2 Enlarged Elevations	8/31/2017	
A6.54	Curtainwall 3 Enlarged Elevations	8/31/2017	
A6.55	Window and Storefront Details	8/31/2017	
A6.56	Curtainwall Type 1 Head, Jamb and Sill Details	8/31/2017	
A6.57	Curtainwall Type 2 Head, Jamb and Sill Details	8/31/2017	
A6.58	Curtainwall Type 3 Head, Jamb and Sill Details	8/31/2017	
A6.59	Curtainwall/Louver Details	8/31/2017	
A6.60	Waterproofing Details	8/31/2017	



Rider "B" – Drawing and Specification List (continued)

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DRAWING	TITLE	ORIG. DATE	REVISION DATES
	<u>ARCHITECTURAL CONTINUED</u>		
A8.00	Interior Partition Types & Wall Assemblies	8/31/2017	
A8.01	Mounting Heights and Accessibility Requirement	8/31/2017	
A8.02	Room Finish Schedule	8/31/2017	
A8.03	Door Schedule	8/31/2017	
A8.04	Door & Frame Types	8/31/2017	
A8.05	Door Frame, Sill and Threshold Details	8/31/2017	
A8.10	Typical Interior Details	8/31/2017	
A8.11	Interior Details	8/31/2017	
A8.12	Interior Details	8/31/2017	
A8.13	Apartment Bathroom Details	8/31/2017	
A8.20	Millwork Details	8/31/2017	
A8.50	Typical Ceiling Details	8/31/2017	
A8.51	Ceiling Details	8/31/2017	
A8.60	Shaft Wall Details	8/31/2017	
A8.70	Interior Glazing Elevations & Details	8/31/2017	
A9.P2	Parking Level 2 RCP	8/31/2017	
A9.P1	Parking Level 1 RCP	8/31/2017	
A9.01	1 <sup>st</sup> Floor RCP	8/31/2017	
A9.02	2 <sup>nd</sup> Floor RCP	8/31/2017	
A9.03	3 <sup>rd</sup> Floor RCP	8/31/2017	
A9.04	4 <sup>th</sup> Floor RCP	8/31/2017	
A9.05	5 <sup>th</sup> Floor RCP	8/31/2017	
A9.06	6 <sup>th</sup> Floor RCP	8/31/2017	
A9.P2A	Enlarged Parking Level 2 RCP A	8/31/2017	
A9.P2B	Enlarged Parking Level 2 RCP B	8/31/2017	
A9.P1A	Enlarged Parking Level 1 RCP A	8/31/2017	
A9.P1B	Enlarged Parking Level 1 RCP B	8/31/2017	
A9.11A	Enlarged 1 <sup>st</sup> Floor RCP A	8/31/2017	
A9.11B	Enlarged 1 <sup>st</sup> Floor RCP B	8/31/2017	
A9.12A	Enlarged 2 <sup>nd</sup> Floor RCP A	8/31/2017	
A9.12B	Enlarged 2 <sup>nd</sup> Floor RCP B	8/31/2017	
A9.13A	Enlarged 3 <sup>rd</sup> Floor RCP A	8/31/2017	
A9.13B	Enlarged 3 <sup>rd</sup> Floor RCP B	8/31/2017	
A9.14A	Enlarged 4 <sup>th</sup> Floor RCP A	8/31/2017	
A9.14B	Enlarged 4 <sup>th</sup> Floor RCP B	8/31/2017	
A9.15A	Enlarged 5 <sup>th</sup> Floor RCP A	8/31/2017	
A9.15B	Enlarged 5 <sup>th</sup> Floor RCP B	8/31/2017	
A9.16A	Enlarged 6 <sup>th</sup> Floor RCP A	8/31/2017	
A9.16B	Enlarged 6 <sup>th</sup> Floor RCP B	8/31/2017	
A9.20	Enlarged Portal RCP's	8/31/2017	
A10.00	Floor Finish Plans	8/31/2017	
	<u>VOLUME II</u>		
	<u>COVER</u>	8/31/2017	
T0.01	Project Information Map & Drawing Index	8/31/2017	
T0.02	Architectural Legend, Symbols & Abbreviations	8/31/2017	
	<u>STRUCTURAL</u>		
S0.00	Cover Sheet and Drawing List	8/31/2017	
S0.01	General Notes I	8/31/2017	
S0.02	General Notes II	8/31/2017	
S0.03	Lab Splices	8/31/2017	
S0.04	3D Renderings	8/31/2017	
S1.P2	Parking Level 2 Foundation Plan	8/31/2017	
S1.P1	Parking Level 1 Framing Plan	8/31/2017	

Rider "B" – Drawing and Specification List (continued)

Brandon Avenue Upper Class Housing - UVA (November 6, 2017)  
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DRAWING	TITLE	ORIG. DATE	REVISION DATES
	STRUCTURAL CONTINUED		
S1.01	1 <sup>st</sup> Floor Framing Plan	8/31/2017	
S1.02	2 <sup>nd</sup> Floor Framing Plan	8/31/2017	
S1.03	3 <sup>rd</sup> Floor Framing Plan	8/31/2017	
S1.04	4 <sup>th</sup> Floor Framing Plan	8/31/2017	
S1.05	5 <sup>th</sup> Floor Framing Plan	8/31/2017	
S1.06	6 <sup>th</sup> Floor Framing Plan	8/31/2017	
S1.07	Roof Framing Plan	8/31/2017	
S1.08	Penthouse Roof Framing	8/31/2017	
S1.P2A	Enlarged Parking Level 2 Foundation Plan A	8/31/2017	
S1.P2B	Enlarged Parking Level 2 Foundation Plan B	8/31/2017	
S1.P1A	Parking Level 1 Reinforcement Plan A	8/31/2017	
S1.P1B	Parking Level 1 Reinforcement Plan B	8/31/2017	
S1.01A	1 <sup>st</sup> Floor Reinforcement Plan A	8/31/2017	
S1.01B	1 <sup>st</sup> Floor Reinforcement Plan B	8/31/2017	
S1.02A	Enlarged 2 <sup>nd</sup> Floor Framing Plan A	8/31/2017	
S1.02B	Enlarged 2 <sup>nd</sup> Floor Framing Plan B	8/31/2017	
S1.03A	Enlarged 3 <sup>rd</sup> Floor Framing Plan A	8/31/2017	
S1.03B	Enlarged 3 <sup>rd</sup> Floor Framing Plan B	8/31/2017	
S1.04A	Enlarged 4 <sup>th</sup> Floor Framing Plan A	8/31/2017	
S1.04B	Enlarged 4 <sup>th</sup> Floor Framing Plan B	8/31/2017	
S1.05A	Enlarged 5 <sup>th</sup> Floor Framing Plan A	8/31/2017	
S1.05B	Enlarged 5 <sup>th</sup> Floor Framing Plan B	8/31/2017	
S1.06A	Enlarged 6 <sup>th</sup> Floor Framing Plan A	8/31/2017	
S1.06B	Enlarged 6 <sup>th</sup> Floor Framing Plan B	8/31/2017	
S1.07A	Enlarged Roof Framing Plan A	8/31/2017	
S1.07B	Enlarged Roof Framing Plan B	8/31/2017	
S2.01	Typical Caisson Details and Schedule	8/31/2017	
S2.02	Typical Slab on Grade Details	8/31/2017	
S2.03	Typical Foundation Wall Details	8/31/2017	
S2.04	Typical Foundation Wall Details and Schedule	8/31/2017	
S2.05	Typical Grade Beam Details	8/31/2017	
S2.06	Foundation Sections and Details	8/31/2017	
S2.07	Foundation Sections and Details	8/31/2017	
S3.01	Braced Frame Elevations and Notes I	8/31/2017	
S3.02	Braced Frame Elevations and Notes II	8/31/2017	
S3.03	Typical Braced Frame Connection Details	8/31/2017	
S3.04	Truss Elevations and Notes	8/31/2017	
S3.05	Moment Frame Elevations and Notes I	8/31/2017	
S3.06	Moment Frame Elevations and Notes II	8/31/2017	
S4.01	Typical Concrete Column Details	8/31/2017	
S4.02	Typical Concrete Slab Details	8/31/2017	
S4.03	Typical Concrete Two Way Slab Details	8/31/2017	
S4.04	Typical Concrete Beam Details and Schedule	8/31/2017	
S4.05	Concrete Sections and Details I	8/31/2017	
S4.06	Concrete Sections and Details II	8/31/2017	
S5.01	Concrete and Steel Column Schedule I	8/31/2017	
S5.02	Concrete and Steel Column Schedule II	8/31/2017	
S5.03	Concrete and Steel Column Schedule III	8/31/2017	
S5.04	Typical Steel Column Details I	8/31/2017	
S5.05	Typical Steel Column Details II	8/31/2017	
S5.06	Typical Steel Beam Details I	8/31/2017	
S5.07	Typical Steel Beam Details II	8/31/2017	
S5.08	Typical Steel Beam Details III	8/31/2017	
S5.09	Typical Steel Beam Details IV	8/31/2017	

Rider "B" – Drawing and Specification List (continued)

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DRAWING	TITLE	ORIG. DATE	REVISION DATES
	<b>STRUCTURAL CONTINUED</b>		
S5.10	Typical Details for Girder Slab System I	8/31/2017	
S5.11	Typical Details for Girder Slab System II	8/31/2017	
S5.12	Steel Sections and Details I	8/31/2017	
S5.13	Steel Sections and Details II	8/31/2017	
S5.14	Steel Sections and Details III	8/31/2017	
S5.15	Steel Sections and Details IIII	8/31/2017	
S6.01	Typical Masonry Non-Bearing Wall Schedules	8/31/2017	
S6.02	Typical Masonry Non-Bearing Wall Details I	8/31/2017	
S6.03	Typical Masonry Non-Bearing Wall Details II	8/31/2017	
S7.01	Stair Sections and Details I	8/31/2017	
S7.02	Stair Sections and Details II	8/31/2017	
	<b>FIRE PROTECTION</b>		
FP0.01	Legends, Abbreviations and General Notes	8/31/2017	
FP0.02	Fire Protection Details	8/31/2017	
FP0.03	Fire Protection Details	8/31/2017	
FP0.04	Fire Protection Fire Pump Detail	8/31/2017	
FP0.05	Fire Protection Riser Diagram	8/31/2017	
FP1.P2A	Enlarged Parking Level 2 Plan – Fire Protection	8/31/2017	
FP1.P2B	Enlarged Parking Level 2 Plan – Fire Protection	8/31/2017	
FP1.P1A	Enlarged Parking Level 1 Plan – Fire Protection	8/31/2017	
FP1.P1B	Enlarged Parking Level 1 Plan – Fire Protection	8/31/2017	
FP1.01A	Enlarged 1 <sup>st</sup> Floor Plan – Fire Protection	8/31/2017	
FP1.01B	Enlarged 1 <sup>st</sup> Floor Plan – Fire Protection	8/31/2017	
FP1.02A	Enlarged 2 <sup>nd</sup> Floor Plan – Fire Protection	8/31/2017	
FP1.02B	Enlarged 2 <sup>nd</sup> Floor Plan – Fire Protection	8/31/2017	
FP1.03A	Enlarged 3 <sup>rd</sup> Floor Plan – Fire Protection	8/31/2017	
FP1.03B	Enlarged 3 <sup>rd</sup> Floor Plan – Fire Protection	8/31/2017	
FP1.04A	Enlarged 4 <sup>th</sup> Floor Plan – Fire Protection	8/31/2017	
FP1.04B	Enlarged 4 <sup>th</sup> Floor Plan – Fire Protection	8/31/2017	
FP1.05A	Enlarged 5 <sup>th</sup> Floor Plan – Fire Protection	8/31/2017	
FP1.05B	Enlarged 5 <sup>th</sup> Floor Plan – Fire Protection	8/31/2017	
FP1.06A	Enlarged 6 <sup>th</sup> Floor Plan – Fire Protection	8/31/2017	
FP1.06B	Enlarged 6 <sup>th</sup> Floor Plan – Fire Protection	8/31/2017	
FP1.07	Enlarged Roof Plan - Fire Protection	8/31/2017	
<b>PLUMBING</b>			
P0.01	Legend, Abbreviations, General Notes	8/31/2017	
P0.02	Schedules	10/16/17	
P0.03	Details	10/16/2017	
P1.P2A	Enlarged Parking Level 2 Plan - Plumbing	8/31/2017	
P1.P2B	Enlarged Parking Level 2 Plan - Plumbing	8/31/2017	
P1.P1A	Enlarged Parking Level 1 Plan - Plumbing	8/31/2017	
P1.P1B	Enlarged Parking Level 1 Plan - Plumbing	8/31/2017	
P1.01A	Enlarged 1 <sup>st</sup> Floor Plan - Plumbing	8/31/2017	
P1.01B	Enlarged 1 <sup>st</sup> Floor Plan - Plumbing	8/31/2017	
P1.02A	Enlarged 2 <sup>nd</sup> Floor Plan - Plumbing	8/31/2017	
P1.02B	Enlarged 2 <sup>nd</sup> Floor Plan - Plumbing	8/31/2017	
P1.03A	Enlarged 3 <sup>rd</sup> Floor Plan - Plumbing	8/31/2017	
P1.03B	Enlarged 3 <sup>rd</sup> Floor Plan - Plumbing	8/31/2017	
P1.04A	Enlarged 4 <sup>th</sup> Floor Plan - Plumbing	8/31/2017	
P1.04B	Enlarged 4 <sup>th</sup> Floor Plan - Plumbing	8/31/2017	
P1.05A	Enlarged 5 <sup>th</sup> Floor Plan - Plumbing	8/31/2017	
P1.05B	Enlarged 5 <sup>th</sup> Floor Plan - Plumbing	8/31/2017	
P1.06A	Enlarged 6 <sup>th</sup> Floor Plan - Plumbing	8/31/2017	
P1.06B	Enlarged 6 <sup>th</sup> Floor Plan - Plumbing	8/31/2017	

Rider "B" – Drawing and Specification List (continued)

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DRAWING	TITLE	ORIG. DATE	REVISION DATES
	PLUMBING CONTINUED		
P1.07	Roof Plan - Plumbing	8/31/2017	
P2.01	Detail Plans	8/31/2017	
P2.02	Detail Plans	10/16/2017	
P2.03	Detail Plans	8/31/2017	
P2.04	Detail Plans	8/31/2017	
P2.05	Detail Plans	8/31/2017	
P4.01	Sanitary Riser Diagram North	8/31/2017	
P4.02	Sanitary Riser Diagram East	8/31/2017	
P4.03	Sanitary Riser Diagram South	8/31/2017	
P4.11	Water Riser Diagram North	8/31/2017	
P4.12	Water Riser Diagram East	8/31/2017	
P4.13	Water Riser Diagram South	8/31/2017	
P4.21	Storm Riser Diagram North	8/31/2017	
P4.22	Storm Riser Diagram East	8/31/2017	
P4.23	Storm Riser Diagram South	8/31/2017	
P4.31	Gas Riser Diagram	8/31/2017	
	ELECTRICAL		
E0.01	Legend, Abbreviations, General Notes	8/31/2017	
E0.02	Site Plan	8/31/2017	
E0.03	Light Fixture Schedule, Notes	8/31/2017	
E0.04	Details	8/31/2017	
E0.05	Riser Diagram Power	8/31/2017	
E0.06	Riser Diagram Grounding	8/31/2017	
E0.07	Riser Diagram Tele/Data	8/31/2017	
E0.08	Riser Diagram FA	8/31/2017	
E1.P2A	Enlarged Parking Level 2 Plan - Lighting	8/31/2017	
E1.P2B	Enlarged Parking Level 2 Plan - Lighting	8/31/2017	
E1.P1A	Enlarged Parking Level 1 Plan - Lighting	8/31/2017	
E1.P1B	Enlarged Parking Level 1 Plan - Lighting	8/31/2017	
E1.01A	Enlarged 1 <sup>st</sup> Floor Plan - Lighting	8/31/2017	
E1.01B	Enlarged 1 <sup>st</sup> Floor Plan - Lighting	8/31/2017	
E1.02A	Enlarged 2 <sup>nd</sup> Floor Plan - Lighting	8/31/2017	
E1.02B	Enlarged 2 <sup>nd</sup> Floor Plan - Lighting	8/31/2017	
E1.03A	Enlarged 3 <sup>rd</sup> Floor Plan - Lighting	8/31/2017	
E1.03B	Enlarged 3 <sup>rd</sup> Floor Plan - Lighting	8/31/2017	
E1.04A	Enlarged 4 <sup>th</sup> Floor Plan - Lighting	8/31/2017	
E1.04B	Enlarged 4 <sup>th</sup> Floor Plan - Lighting	8/31/2017	
E1.05A	Enlarged 5 <sup>th</sup> Floor Plan - Lighting	8/31/2017	
E1.05B	Enlarged 5 <sup>th</sup> Floor Plan - Lighting	8/31/2017	
E1.06A	Enlarged 6 <sup>th</sup> Floor Plan - Lighting	8/31/2017	
E1.06B	Enlarged 6 <sup>th</sup> Floor Plan - Lighting	8/31/2017	
E1.07	Roof Plan - Lighting	8/31/2017	
E2.P2A	Enlarged Parking Level 2 Plan – Power/Data	8/31/2017	
E2.P2B	Enlarged Parking Level 2 Plan – Power/Data	8/31/2017	
E2.P1A	Enlarged Parking Level 1 Plan – Power/Data	8/31/2017	
E2.P1B	Enlarged Parking Level 1 Plan – Power/Data	8/31/2017	
E2.01A	Enlarged 1 <sup>st</sup> Floor Plan - Power/Data	8/31/2017	
E2.01B	Enlarged 1 <sup>st</sup> Floor Plan – Power/Data	8/31/2017	
E2.02A	Enlarged 2 <sup>nd</sup> Floor Plan – Power/Data	8/31/2017	
E2.02B	Enlarged 2 <sup>nd</sup> Floor Plan – Power/Data	8/31/2017	
E2.03A	Enlarged 3 <sup>rd</sup> Floor Plan – Power/Data	8/31/2017	
E2.03B	Enlarged 3 <sup>rd</sup> Floor Plan – Power/Data	8/31/2017	

Rider "B" – Drawing and Specification List (continued)

Brandon Avenue Upper Class Housing - UVA Charlottesville, VA	(November 6, 2017)
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DRAWING	TITLE	ORIG. DATE	REVISION DATES
	ELECTRICAL CONTINUED		
E2.04A	Enlarged 4 <sup>th</sup> Floor Plan – Power/Data	8/31/2017	
E2.04B	Enlarged 4 <sup>th</sup> Floor Plan – Power/Data	8/31/2017	
E2.05A	Enlarged 5 <sup>th</sup> Floor Plan – Power/Data	8/31/2017	
E2.05B	Enlarged 5 <sup>th</sup> Floor Plan – Power/Data	8/31/2017	
E2.06A	Enlarged 6 <sup>th</sup> Floor Plan – Power/Data	8/31/2017	
E2.06B	Enlarged 6 <sup>th</sup> Floor Plan – Power/Data	8/31/2017	
E.207	Roof Plan – Power/Data	8/31/2017	
E2.08	Roof Plan Lightning Protection	8/31/2017	
E3.P2A	Enlarged Parking Level 2 Plan – FA/Security	8/31/2017	
E3.P2B	Enlarged Parking Level 2 Plan – FA/Security	8/31/2017	
E3.P1A	Enlarged Parking Level 1 Plan – FA/Security	8/31/2017	
E3.P1B	Enlarged Parking Level 1 Plan – FA/Security	8/31/2017	
E3.01A	Enlarged 1 <sup>st</sup> Floor Plan – Fire Alarm/Security	8/31/2017	
E3.01B	Enlarged 1 <sup>st</sup> Floor Plan – Fire Alarm/Security	8/31/2017	
E3.02A	Enlarged 2 <sup>nd</sup> Floor Plan – Fire Alarm/Security	8/31/2017	
E3.02B	Enlarged 2 <sup>nd</sup> Floor Plan – Fire Alarm/Security	8/31/2017	
E3.03A	Enlarged 3 <sup>rd</sup> Floor Plan – Fire Alarm/Security	8/31/2017	
E3.03B	Enlarged 3 <sup>rd</sup> Floor Plan – Fire Alarm/Security	8/31/2017	
E3.04A	Enlarged 4 <sup>th</sup> Floor Plan – Fire Alarm/Security	8/31/2017	
E3.04B	Enlarged 4 <sup>th</sup> Floor Plan – Fire Alarm/Security	8/31/2017	
E3.05A	Enlarged 5 <sup>th</sup> Floor Plan – Fire Alarm/Security	8/31/2017	
E3.05B	Enlarged 5 <sup>th</sup> Floor Plan – Fire Alarm/Security	8/31/2017	
E3.06A	Enlarged 6 <sup>th</sup> Floor Plan – Fire Alarm/Security	8/31/2017	
E3.06B	Enlarged 6 <sup>th</sup> Floor Plan – Fire Alarm/Security	8/31/2017	
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E4.02	Detail Plans	8/31/2017	
E4.03	Detail Plans	8/31/2017	
E4.04	Detail Plans	8/31/2017	
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E5.04	Panel Schedules	8/31/2017	
E5.05	Panel Schedules	8/31/2017	
E5.06	Panel Schedules	8/31/2017	
E5.07	Panel Schedules	8/31/2017	
E6.01	Equipment Connection Schedules	8/31/2017	
E6.02	Equipment Connection Schedules	8/31/2017	
	MECHANICAL		
M0.01	Legend, Schedules, Abbreviations General Notes	8/31/2017	
M0.02	Schedule Details	8/31/2017	
M0.03	Details	8/31/2017	
M0.04	Details	8/31/2017	
M0.05	Details	8/31/2017	
M1.P2A	Enlarged Parking Level 2 Plan - Airside	8/31/2017	
M1.P2B	Enlarged Parking Level 2 Plan - Airside	8/31/2017	
M1.P1A	Enlarged Parking Level 1 Plan - Airside	8/31/2017	
M1.P1B	Enlarged Parking Level 1 Plan - Airside	8/31/2017	
M1.01A	Enlarged 1 <sup>st</sup> Floor Plan - Airside	8/31/2017	
M1.01B	Enlarged 1 <sup>st</sup> Floor Plan - Airside	8/31/2017	
M1.02A	Enlarged 2 <sup>nd</sup> Floor Plan - Airside	8/31/2017	
M1.02B	Enlarged 2 <sup>nd</sup> Floor Plan - Airside	8/31/2017	
M1.03A	Enlarged 3 <sup>rd</sup> Floor Plan - Airside	8/31/2017	
M1.03B	Enlarged 3 <sup>rd</sup> Floor Plan - Airside	8/31/2017	
M1.04A	Enlarged 4 <sup>th</sup> Floor Plan - Airside	8/31/2017	
M1.04B	Enlarged 4 <sup>th</sup> Floor Plan - Airside	8/31/2017	

Rider "B" – Drawing and Specification List (continued)

Brandon Avenue Upper Class Housing - UVA Charlottesville, VA	(November 6, 2017)
---	--------------------

DRAWING	TITLE	ORIG. DATE	REVISION DATES
	MECHANICAL CONTINUED		
M1.05A	Enlarged 5 <sup>th</sup> Floor Plan - Airside	8/31/2017	
M1.05B	Enlarged 5 <sup>th</sup> Floor Plan - Airside	8/31/2017	
M1.06A	Enlarged 6 <sup>th</sup> Floor Plan - Airside	8/31/2017	
M1.06B	Enlarged 6 <sup>th</sup> Floor Plan - Airside	8/31/2017	
M1.07A	Enlarged Roof Plan - Airside	8/31/2017	
M1.07B	Enlarged Roof Plan - Airside	8/31/2017	
M2.P2A	Enlarged Parking Level 2 Plan - Waterside	8/31/2017	
M2.P2B	Enlarged Parking Level 2 Plan - Waterside	8/31/2017	
M2.P1A	Enlarged Parking Level 1 Plan - Waterside	8/31/2017	
M2.P1B	Enlarged Parking Level 1 Plan - Waterside	8/31/2017	
M2.01A	Enlarged 1 <sup>st</sup> Floor Plan - Waterside	8/31/2017	
M2.01B	Enlarged 1 <sup>st</sup> Floor Plan - Waterside	8/31/2017	
M2.02A	Enlarged 2 <sup>nd</sup> Floor Plan - Waterside	8/31/2017	
M2.02B	Enlarged 2 <sup>nd</sup> Floor Plan - Waterside	8/31/2017	
M2.03A	Enlarged 3 <sup>rd</sup> Floor Plan - Waterside	8/31/2017	
M2.03B	Enlarged 3 <sup>rd</sup> Floor Plan - Waterside	8/31/2017	
M2.04A	Enlarged 4 <sup>th</sup> Floor Plan - Waterside	8/31/2017	
M2.04B	Enlarged 4 <sup>th</sup> Floor Plan - Waterside	8/31/2017	
M2.05A	Enlarged 5 <sup>th</sup> Floor Plan - Waterside	8/31/2017	
M2.05B	Enlarged 5 <sup>th</sup> Floor Plan - Waterside	8/31/2017	
M2.06A	Enlarged 6 <sup>th</sup> Floor Plan - Waterside	8/31/2017	
M2.06B	Enlarged 6 <sup>th</sup> Floor Plan - Waterside	8/31/2017	
M2.07A	Enlarged Roof Plan - Waterside	8/31/2017	
M2.07B	Enlarged Roof Plan - Waterside	8/31/2017	
M3.01	Detail Plans	8/31/2017	
M3.02	Detail Plans	8/31/2017	
M4.01	Controls	8/31/2017	
M4.02	Controls	8/31/2017	
M4.03	Controls	8/31/2017	
M4.04	Controls	8/31/2017	

END OF RIDER "B"

RIDER "C" - ADDITIONAL OWNER CONTRACTUAL REQUIREMENTS  
between  
KBE BUILDING CORPORATION  
and  
MANGANARO MIDATLANTIC, LLC

In addition to other pass-through requirements of the Subcontract, Subcontractor must include the terms and conditions of the following clauses in every subcontract or purchase order it enters into for this project. To the extent that the provisions herein conflict with other provisions of the Subcontract, the provisions of this Rider shall control, but only to the extent necessary to avoid the conflict

1) LEED Certification: This project has been registered as a LEED Certified Project. All Subcontractors are required to cooperate and coordinate with Contractor and Owner in achieving the required LEED Certification. Requirements for achieving certification for this project are identified in the Project's Contract Documents, and Subcontractor's Work shall include and be fully in accordance with those requirements as applicable to Subcontractor's Work. LEED requirements for Subcontractors include, but are not limited to, utilizing all resources efficiently, inclusive of water and energy, abiding by the Construction Waste Management and Construction Indoor Air Quality Plans in effect for the Project, use of low emitting materials and certification of same, submission of documentation as outlined in the Project Manual. Compliance with LEED requirements, including applicable paperwork and certifications, is a condition precedent to Subcontractor's payment. To the extent that Contractor is damaged as a result of Subcontractor's failure to meet any of the LEED requirements applicable to Subcontractor's scope of work, Subcontractor agrees to defend, indemnify and hold harmless Contractor from and against any and all costs and damages, including but not limited to reasonable costs and attorney's fees and liquidated damages imposed upon Contractor by the project Owner.

2) SWaM Participation: The Owner has a 43% overall participation aspirational goal of participation of small businesses, women-owned businesses and minority-owned businesses in State contracted work. To that end, Subcontractor and any of its sub-subcontractors are encouraged to seek out participation SWaM businesses for this project to assist with meeting the owner's overall participation goal.

3) Neither Subcontractor or its sub-subcontractors shall violate the Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens.

4) Pursuant to Article 9, Change and Claims, of this Subcontractor Agreement, provided such costs are agreed to by Contractor, Subcontractor shall receive a mark-up of 15% for combined overhead, insurance premiums, permit fees, bond premiums and profit on the direct costs of materials and labor associated with work performed with its own forces. If Subcontractor's lower-tier Sub-Subcontractor performs the work with its own forces, then Sub-Subcontractor shall receive a mark-up of 15% for combined overhead, insurance premiums, permit fees, bond premiums and profit on the direct costs of materials and labor associated with work performed with its own forces, and Subcontractor shall receive a 5% combined mark-up for overhead and profit, insurance premiums, permit fees, bond premiums and profit on the Sub-Subcontractor's cost. However, for each Subcontract Change Order, the aggregate mark-up of Subcontractor and all of its lower-tiered Sub-Subcontractors shall not exceed 20% for combined overhead, insurance premiums, permit fees, bond premiums and profit on the direct costs of materials and labor associated with any change, provided such costs are agreed to by Contractor. These same defined mark-ups shall also apply to any credit and/or deduct change order applicable to Subcontractor's Work. Subcontractor and each of its Sub-Subcontractors are required to submit change order requests utilizing the Owner's Estimate for Change Order forms (HECO-SC-1 and HECO-SS-1) that are included in Exhibit 1 – Standard Instructions Package, to this Subcontract Agreement.

5) The following clauses from the Owner HECO-7/CO 7 General Conditions of the Construction Contract and the Supplemental General Conditions to same are herein incorporated by reference with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically through the following links:

<https://www.fm.virginia.edu/docs/fpc/heco/hecoforms/HECO-7.docx>

[https://dqs.virginia.gov/globalassets/business-units/bcom/documents/forms/dqs-30-054\\_04-15\\_co-7.pdf](https://dqs.virginia.gov/globalassets/business-units/bcom/documents/forms/dqs-30-054_04-15_co-7.pdf)

<https://www.fm.virginia.edu/docs/fpc/heco/ConstructionUtilitiesSGCsforCMAtRisk.docx>

a) Non-Discrimination: Subcontractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law. All solicitations or advertisements for employment placed by Subcontractor must state that Subcontractor is an Equal Opportunity Employer.



Rider "C" – Additional Owner Contractual Requirements (continued)

- b) Prohibition of Alcohol and Other Drugs: Subcontractor agrees to provide a drug-free workplace for its employees and post a statement to all employees or applicants that any unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited and action will be taken against any employee found in violation of said prohibition. All solicitations or advertisements for employment placed by Subcontractor must state that Subcontractor maintains a drug-free workplace.
- c) Payments: Subcontractor must notify Contractor, Sub-Subcontractor and/or vendor of any intention to withhold all or a part of Sub-Subcontractor's or Vendor's payment including the reason for said non-payment. Subcontractor is required to pay each of its Sub-Subcontractors and/or Vendors within seven (7) days of receipt of their proportionate payment from Contractor. Except for amounts withheld as allowed by this Subcontract Agreement, Subcontractor is required to pay Sub-Subcontractor and/or vendor interest on all amounts that remain unpaid after seven (7) days of receipt of payment from Contractor.

END OF RIDER "C"

## EXHIBIT "1" - STANDARD INSTRUCTIONS PACKAGE

### GENERAL INFORMATION FOR CONTRACTS

- 1) PROJECT NAME / LOCATION KBE PROJECT #

Brandon Avenue New Upper Class Housing at UVA  
600 Brandon Avenue  
Charlottesville, Virginia 22903

17058M-01

This project is not tax exempt.

- 2) MAIN OFFICE (MARYLAND) FIELD OFFICE

KBE Building Corporation  
7150 Columbia Gateway Drive, Suite A  
Columbia, MD 21046

KBE Building Corporation Field Trailer  
600 Brandon Avenue  
Charlottesville, VA 22903

PH (410) 910-1028 FX (410) 910-1029

Attention:

Project Manager	Dave Heavener	Cell: (860) 250-3761
Superintendent	Greg Brown	Cell: (443) 745-9776
Project Engineer	Julie Chamberlain	Office: (860) 284-7456
Project Accountant	Judy Raymond	Office: (860) 284-7457

- 3) CORRESPONDENCE: ALL correspondence pertaining to this contract is to be forwarded to our main office. Correspondence includes, but is not limited to: all shop drawings/submittals, requisitions, change order requests, etc. ALL CORRESPONDENCE SUCH AS SUBMITTALS, RFI'S ETC. ARE TO BE SUBMITTED AS DIRECTED BY THE PROJECT TEAM. NO OTHER METHODS WILL BE ACCEPTED. PLEASE MAKE CERTAIN THAT ALL CORRESPONDENCE HAS THE ABOVE LISTED KBE PROJECT NUMBER, NAME AND LOCATION ON IT.
- 4) PERMITS: Mechanical and electrical subs must send a copy of their required permit to the main office as soon as it is obtained.
- 5) JOB MEETINGS: Job meetings will be held weekly, on-site, at a time to be designated in the near future. You are required to attend unless previously arranged with KBE's Superintendent. The person representing your firm must have the authority to make major decisions such as financial and scheduling.

## ADMINISTRATION &amp; FIELD REQUIREMENTS FOR CONTRACTS

- 1) You are required to submit the following items immediately. Please take note that no payments will be made to you without these items being on file (refer to the "Payment Requirements" attachment).
  - A) CERTIFICATE OF INSURANCE: General Contractor has implemented a Contractor Controlled Insurance Program ("CCIP") on this project. Certain insurance as specified in the CCIP Manual will be provided by this program, and Subcontractor and all of its lower-tier sub-subcontractors are required to provide the types and limits of insurance not covered by the CCIP as detailed in the CCIP Procedure Manual attached hereto (35 pages). In consideration of the insurance provided under this program, Subcontractor and all of its lower-tier sub-subcontractors shall enroll in the program immediately, PRIOR to arrival onsite. In the event Subcontractor or any of its lower-tier sub-subcontractors are not enrolled in the CCIP, they shall remain responsible to provide the types of insurance in the amounts of the limits set forth in the CCIP Manual.
 

CCIP PARTICIPANTS: In addition to the insurance provided by the CCIP, Subcontractor and all of its lower-tier sub-subcontractors must submit insurance for coverages offsite, using the "CCIP Enrolled Parties" Sample Insurance Cert in the CCIP Manual.

NON-CCIP PARTICIPANTS: If you will not be enrolled in the CCIP, as determined by the CCIP manual/administrator, Subcontractor and all of its lower-tier sub-subcontractors must submit insurance for full coverage (both on and offsite) in accordance with the sample certificates provided in the CCIP manual for "Excluded Parties".

COMMONWEALTH OF VIRGINIA WORKER'S COMP CERTIFICATE: (form attached) Whether or not you or your sub-subcontractors are enrolled in the CCIP program, the Commonwealth of Virginia requires evidence of coverage of worker's compensation for anyone performing work for them. Complete the Commonwealth of Virginia form DGS-30-076 (Rev. 05/02) and return it to KBE PRIOR to arriving on site.
  - B) W-9 REQUEST FOR TAXPAYER ID #: (Form attached) If not already on file, this ID # is required from all Subcontractors.
  - C) AFFIDAVIT AND CERTIFICATION OF WORKER ELIGIBILITY: (2 page Form attached) This form needs to be submitted prior to your start of work. It is only required to be submitted once.
  - D) PAYMENT & PERFORMANCE BONDS: (Forms attached) KBE's project manager will inform you if you are required to provide payment and performance bonds for this project. If payment and performance bonds are required from a subcontractor, the enclosed forms are to be used to issue your bonds to KBE and are to be submitted promptly upon receipt and acceptance of your contract.
- 2) CONTACT SHEET: (Form enclosed)  
This form contains information regarding your company, which will assist KBE in contacting the appropriate subcontractor personnel as needed. Please complete this form in its entirety and return it with your executed contract.
- 3) SUBCONTRACTOR CHANGE ORDER REQUEST FORM (2 Page form enclosed)  
Subcontractors will be required to submit change order requests using the enclosed form. An excel version of the form will be emailed upon request.
- 4) SUB-SUBCONTRACTOR CHANGE ORDER REQUEST FORM (2 Page form enclosed)  
Sub-Subcontractors will be required to submit change order requests using the enclosed form. An excel version of the form will be emailed upon request.

ADMINISTRATION & FIELD REQUIREMENTS FOR CONTRACTS (Cont.)
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- 5) SAFETY MEETINGS: (Form attached) In accordance with OSHA guidelines, KBE requires that you hold weekly safety meetings with your personnel. You must submit minutes of these weekly safety meetings (using the "KBE Subcontractor's Weekly Safety Report") to KBE's Superintendent on a weekly basis.
- 6) CLOSEOUT DOCUMENTS: You will be required to submit originals of all items requested at the time we notify you, USING THE DATE OF WARRANTY SET FORTH BY THE OWNER. Each Subcontractor will receive a specific letter outlining their exact requirements (i.e. - Warranties, O & M Data, Catalog Cuts, As-BUILTs, etc.) Take note that all warranties must be ORIGINAL documents, executed by an Owner/Officer of your firm and individually notarized. ANY MATERIAL REQUIRING AN O & M MUST HAVE O&M SUBMITTED PRIOR TO INVOICING FOR SAID MATERIAL.
- 7) AFFIRMATIVE ACTION: "Pursuant to 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(1): **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**" Please refer to the attached Notice to Subcontractors (Outreach & Recruitment) from KBE's V.P. of Human Resources & AA/EEO Officer.



# KBE Building Corporation

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Contractor Controlled Insurance Program (CCIP)  
University of Virginia - Brandon Ave UC Housing  
Project #MD17-032  
Brandon Avenue  
Charlottesville, VA



KBE Building Corporation  
76 Batterson Park Road  
Farmington, CT 06032

**This Manual is a contract document**

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## CCIP OVERVIEW

## CCIP Overview

### Welcome to the KBE Contractor Controlled Insurance Program (CCIP)

Each eligible Trade Contractor or Subcontractor is required to bid **without** the cost of their onsite workers' compensation, employer's liability, and general liability primary and/or excess insurances and provide KBE with an "add alternate" for its normal cost for those insurance coverages and identify those costs as a line item in the bid. Trade Contractors or Subcontractors who are excluded from the CCIP are to bid with the cost of their workers' compensation, employer's liability and general liability primary and/or excess insurances. KBE may modify this bidding and insurance cost identification as necessary based on the specific project requirements. You should notify your insurer(s) to endorse your coverage to be excess and contingent over the CCIP coverage provided under this Program for onsite activities and the related costs.

See Section 3 for definitions of **eligible/ enrolled** parties/ Trade Contractors and Subcontractors and **ineligible/ excluded** parties/ Trade Contractors and Subcontractors

**NOTE:** Insurance coverages and limits provided under the CCIP are limited in scope and are specific to work performed after the inception date of your enrollment into this program. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.

## About This Manual

KBE Building Corporation (KBE) and Aon Risk Services (Aon) prepared the Insurance Manual. KBE is the **Sponsor** for this CCIP. Aon is the **CCIP Administrator** for this CCIP. The manual is designed to identify, define and assign responsibilities for the administration of the CCIP for this project.

### What This Manual Does

This Manual:

- Generally describes the structure of the CCIP
- Identifies responsibilities of the various parties involved in the Project
- Provides a *basic* description of CCIP coverage
- Describes audit and administrative procedures
- Provides answers to basic questions about the CCIP

### What this Manual Does NOT Do

This Manual does not:

- Provide coverage interpretations
- Provide complete information about coverages and exclusions
- Provide answers to specific claims questions

Refer questions concerning the CCIP, its administration or coverages to the appropriate party identified in the Project Directory, in Section 2.

### DISCLAIMER:

**The information in this manual is intended to outline the CCIP insurance coverages and Subcontractor responsibilities. In the event any provision of the Insurance Manual or the Contract Documents conflicts with the CCIP insurance policies, the provisions of the actual CCIP insurance policies shall govern.**

## CCIP PROJECT DIRECTORY

## CCIP Project Directory

Aon Risk Solutions, Construction Services Group			
<b>Subcontractor Contact:</b>		Johnetta Bryant, Aon Wrap-Up Team	
<b>Email:</b>		<a href="mailto:acs.construction@aon.com">acs.construction@aon.com</a>	
<b>Toll Free #:</b>		(800) 364-0495 Ext: 2	
<b>Fax #:</b>		(800) 363-6695	
<b>Reference # (Please include on all correspondence):</b>		KBE CCIP customer #980000047730	
<b>Senior Program Manager</b>	Donna Allard-Flett	Telephone Cell Fax E-mail	617- 457-7731 617-834-9096 847-953-0499 <a href="mailto:donna.allard-flett@aon.com">donna.allard-flett@aon.com</a>
<b>Program Administrator</b>	Moira Hogan	Telephone Fax E-mail	617-210-4974 847-953-0745 <a href="mailto:Moira.Hogan@aon.com">Moira.Hogan@aon.com</a>
<b>Claims Manager</b>	Todd MacDermott	Telephone Cell Fax E-mail	617- 457-7654 781-962-8241 617-457-7777 <a href="mailto:todd.macdermott@aon.com">todd.macdermott@aon.com</a>
KBE Building Corporation			
<b>Project Executive</b>	Tony Maselli	Telephone Cell E-mail	(860) 284-7488 (860) 250-0703 <a href="mailto:amaselli@kbebuilding.com">amaselli@kbebuilding.com</a>
<b>Project Manager</b>	Dave Heavener	Telephone Cell E-mail	(860) 284-7451 (860) 250-3761 <a href="mailto:dheavener@kbebuilding.com">dheavener@kbebuilding.com</a>
<b>Project Superintendent</b>	Greg Brown	Telephone Cell E-mail	443-745-9776 <a href="mailto:gbrown@kbebuilding.com">gbrown@kbebuilding.com</a>
<b>Project Safety Manager</b>	Josh Lamont	Telephone Cell E-mail	(860) 888-2877 <a href="mailto:jlamont@kbebuilding.com">jlamont@kbebuilding.com</a>
<b>Accounts Payable</b>	Judy Raymond	Telephone Cell E-mail	(860) 284-7110 <a href="mailto:jraymond@kbebuilding.com">jraymond@kbebuilding.com</a>
<b>Project Engineer</b>	Julie Chamberland	Telephone Cell E-mail	(860) 284-7110 <a href="mailto:jchamberland@kbebuilding.com">jchamberland@kbebuilding.com</a>

## CCIP PROJECT DEFINITIONS

## Project Definitions

TERM	DEFINITION
<b>AONWRAP</b>	Aon's RMIS system that manages all information for the KBE CCIP for administrative NCCI purposes. All subcontractors are required to enter their payroll reports and notices of work completion and monitor their subcontractors via the <i>AonWrap</i> web at <a href="https://www.aonwrap.aon.com">https://www.aonwrap.aon.com</a> . Please contact the Aon Program Administrator to obtain a secured, user id and password.
<b>AONWRAP WEBSITE</b>	<a href="https://www.aonwrap.aon.com">https://www.aonwrap.aon.com</a>
<b>CCIP:</b>	A "CCIP" or Contractor Controlled Insurance Program is a coordinated insurance program providing certain coverages, as defined herein, for KBE and eligible Enrolled Parties performing Work at the Project Site.
<b>CCIP ADMINISTRATOR:</b>	Aon Risk Services Northeast, Inc. One Federal Street Boston, MA 02110
<b>CCIP INSURER:</b>	The insurance company(ies) named on a policy or certificate of insurance providing coverage for the CCIP.
<b>CCIP SPONSOR:</b>	KBE Building Corporation 76 Batterson Park Road Farmington, CT 06032
<b>CERTIFICATE OF INSURANCE:</b>	A document providing evidence of existing coverage for a particular insurance policy or policies.
<b>ELIGIBLE PARTIES/ELIGIBLE TRADE CONTRACTORS AND SUBCONTRACTOR:</b>	Parties performing labor or services at the Project Site who are eligible to enroll in the CCIP unless an Excluded Party.
<b>ENROLLED PARTIES/ENROLLED TRADE CONTRACTORS AND SUBCONTRACTOR:</b>	Those Eligible Trade Contractors and Subcontractors who have submitted all necessary enrollment information as detailed in Section 6 as evidenced by a Welcome Letter and Certificate of Insurance from the CCIP Administrator.
<b>EXCLUDED PARTIES/EXCLUDED TRADE CONTRACTORS AND SUBCONTRACTORS:</b>	At the discretion of KBE, or subject to State Regulations or policy conditions, the following parties will be excluded from the CCIP. Excluded parties will receive confirmation from the CCIP Administrator confirming their status prior to starting work on the project site.  (1) Hazardous materials remediation, removal and/or transport companies and their consultants; (2) Any subcontractor performing Structural Demolition; (3) Architects, engineers, and soil testing engineers, and their consultants; (4) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project Site; (5) Trade Contractors, and any of their respective Subcontractors, who do not come to the Project Site; (6) Any parties or entities specifically designated by KBE at its sole discretion, even if otherwise eligible.
<b>INSURANCE ADD ALTERNATE BID</b>	An "insurance add alternate bid" specified the additional cost for the subcontractor of any tier to provide insurance for the Project as if the CCIP Insurance coverages were not provided. Also referred to as

**CCIP PROJECT DEFINITIONS**

<b>TERM</b>	<b>DEFINITION</b>
	"Subcontractor Insurance Cost". This may be identified in a lump sum, detailed on an insurance cost worksheet or in the wage labor rates.
<b>PROJECT SITE:</b>	Generally defined as the "project location" (designated in this manual and more fully identified in the subcontract) and adjacent or nearby areas where incidental operations are performed excluding permanent locations of any insured party.
<b>SUBCONTRACT:</b>	A written or oral agreement between the KBE / Trade Contractor and the Subcontractor of any tier.
<b>TRADE CONTRACTOR:</b>	Includes only those persons, firms, joint venture entities, corporations, or other parties that enter into a Contract with KBE or its Trade Contractor or Subcontractors to perform Work at the Project Site. Generically referred to as "subcontractor".
<b>WELCOME LETTER:</b>	A document issued by the CCIP Administrator, which confirms enrollment of the applicant into the CCIP.
<b>WORK:</b>	Operations, as fully described in the Subcontract, performed at the Project Site.

**CCIP INSURANCE COVERAGE**

## CCIP Insurance Coverage

### Excluded Parties

Excluded Parties are not granted any insurance coverage under the CCIP. Excluded Parties must meet the insurance requirements established in Section 5 and provide evidence of coverage to KBE.

### Evidence of Coverage

Each Enrolled Party will be issued an individual workers' compensation policy provided by the CCIP primary insurer. The CCIP Administrator will provide a Certificate of Insurance evidencing workers' compensation, general liability, and excess liability to each Enrolled Party, each of who will be added as an Additional Named Insured to the CCIP General Liability insurance policy. The Insurance Carrier will furnish other documents including claim forms, posting notices, etc., to each Enrolled Party. Copies of the General Liability policy will be available for review at KBE's offices upon written request.

### Description of CCIP Coverages

The following descriptions on these pages provide a summary of coverages ONLY. Trade Contractors should refer to the policies for actual terms, conditions, exclusions and limitations.

KBE will furnish the following coverages for the benefit of all Enrolled Parties performing Work at the Project Site.

#### Workers' Compensation and Employer's Liability

**Carrier:** Liberty Mutual Insurance Company

**Coverage:** Statutory limits required by the Workers' Compensation laws of the applicable jurisdiction, excluding monopolistic states, with Employer's Liability. A separate worker' compensation policy will be issued to each enrolled Party.

**Part One -** Workers' Compensation:

**Part Two -** Employer's Liability:

	Statutory Limit
	<u>Annual Limits Per Enrolled Party</u>
Bodily Injury by Accident, each accident	\$ 1,000,000
Bodily Injury by Disease, each employee	\$ 1,000,000
Bodily Injury by Disease, policy limit	\$ 1,000,000

This policy does not cover offsite operations.

#### Commercial General Liability

**Carrier:** Liberty Mutual Insurance Company

**Coverage:** Third Party Bodily Injury and Property Damage Liability. A single general liability policy will be issued for all Enrolled Parties with all Enrolled Parties Named as Insureds

	<u>Limits of Liability Shared by All Enrolled Parties</u>
Bodily Injury & Property Damage	\$ 2,000,000 Each Occurrence
Personal/Advertising Injury	\$ 2,000,000 Each Occurrence
General Aggregate	\$ 4,000,000
Medical Expense	\$10,000
Fire Damage Legal	\$ 300,000
Products/Completed Operations Aggregate *	\$ 4,000,000

**5 Year Products & Completed Operations Extension** beyond final acceptance of the entire Project with a single non-reinstated aggregate limit.

This insurance will **NOT** provide coverage for products liability to any insured party, vendor, supplier, offsite fabricator, material dealer or other party for any product manufactured, assembled or otherwise worked upon away from the Project Site.

This policy does **not** cover offsite operations of any Enrolled Party.



**CCIP INSURANCE COVERAGE**

All Aggregate Limits will reinstate annually except the X (X) year Products/Completed Operations. **The policy contains exclusions.** Some of these exclusions are: Real & Personal Property in the care, custody or control of the insured; Asbestos; Discrimination & Wrongful Termination; Architects & Engineers Errors & Omissions; Owned & Non-owned Aircraft, Watercraft, and Automobile Liability; Pollution except hostile fire.

**Excess Liability**

**Carriers:** Allied World Assurance Company, Lexington Insurance Company, Starr Indemnity, and Endurance Insurance Company

**Coverage:** Excess over primary Third Party Bodily Injury and Property Damage General Liability. A single excess liability policy will be issued for all Enrolled Parties.

	<u>Limits of Liability Shared by All Enrolled Parties</u>
Each Occurrence Limit	\$ 100,000,000
Products/Completed Operations Aggregate Per Project	\$ 100,000,000
Annual General Aggregate Limit *	\$ 100,000,000

**5 Year Products & Completed Operations Extension** beyond final acceptance of the entire Project with a single non-reinstated aggregate limit.

Excess Policies follow form of underlying Commercial General Liability and Employer's Liability policy wording (provisions, coverages, exclusions, etc.).

This insurance will **NOT** provide coverage for products liability to any insured party, vendor, supplier, offsite fabricator, material dealer or other party for any product manufactured, assembled or otherwise worked upon away from the Project Site.

These policies do **not** cover offsite operations of any Enrolled Party.

**These policies contain exclusions.** Some of these exclusions are: Real & Personal Property in the care, custody or control of the insured; Asbestos; Discrimination & Wrongful Termination; Architects & Engineers Errors & Omissions; Owned & Non-owned Aircraft, Watercraft, and Automobile Liability; Liability, Pollution except hostile fire.

**Property of Trade Contractor and Subcontractors**

Trade Contractors and Subcontractors are advised to arrange their own insurance for rented, owned, leased or borrowed equipment and materials not intended for inclusion in the Project. The KBE CCIP will not cover Trade Contractor's or Subcontractor's property.

**TRADE CONTRACTOR REQUIRED INSURANCE COVERAGE**

## Trade Contractor Required Coverage

Trade Contractors and all Subcontractors are required to maintain coverage to protect against losses that occur away from the Project Site or that are otherwise not covered under the CCIP. All Certificates of Insurance must be submitted to the CCIP Administrator prior to Mobilization.

Trade Contractors and Subcontractors are required to maintain insurance coverage for the duration of the Subcontract that protects KBE from liabilities and provide KBE with evidence of such coverage via a copy of a Certificate of Insurance. See Section 8 for sample certificates.

These liabilities may arise from the Trade Contractor's or Subcontractors' operations performed away from the Project Site, from coverages not provided by the CCIP, or from operations performed by Excluded Parties. The CCIP places all subcontractors into one of two main categories: Enrolled Parties or Excluded Parties.

**Enrolled Parties** are to provide evidence of Workers' Compensation, General Liability and Excess/Umbrella Liability insurance for *offsite activities* and Automobile Liability and any other insurance as per the insurance specifications for both onsite and offsite activities in the Subcontract. See Sections 3 for the definition of Enrolled Parties.

**Excluded Parties** must provide evidence of Workers' Compensation, General Liability, Excess/Umbrella Liability, Automobile Liability, and any other insurance as per the insurance specifications in the subcontract for all activities including **both** *onsite* and *offsite* activities as per the insurance specifications in the Subcontract. See Sections 3 for the definition of Excluded Parties.

## Verification of Required Coverages

Trade Contractors shall provide verification of insurance to the CCIP Administrator prior to mobilization and within three (3) days of any renewal, change or replacement of coverage. Samples of acceptable Certificates of Insurance is provided in **Section 8**.

Trade Contractors are responsible for monitoring their Subcontractor's Certificates of Insurance. KBE reserves the right to disapprove the use of Subcontractors unable to meet the insurance requirements or who do not meet other KBE policy requirements.

The limits of liability shown for the insurance required of the Trade Contractors and Subcontractors are minimum limits only and are not intended to restrict the liability imposed on the Trade Contractor's or Subcontractors for work performed under their subcontract.

## Enrolled Trade Contractor Maintained Coverages for Offsite

### Workers' Compensation and Employer's Liability

<b>Part One</b> - Workers' Compensation:	Statutory Limit
<b>Part Two</b> - Employer's Liability:	Annual Limits:
Bodily Injury by Accident, each Accident:	\$500,000
Bodily Injury by Disease, each employee	\$500,000
Bodily Injury by Disease, policy limit:	\$500,000

Coverage will apply away from the Project Site for Enrolled Parties.

Coverage will apply on and offsite for Excluded parties.

### Commercial General Liability

Commercial General Liability Insurance with the following minimum limits based upon original

**TRADE CONTRACTOR REQUIRED INSURANCE COVERAGE**

Subcontract value:

**ORIGINAL SUBCONTRACT VALUE OVER \$100,000**

	Limits of Liability
Bodily Injury and Property Damage Liability – Per Occurrence	\$2,000,000
Personal and Advertising Injury Limit – Per Person/Organization	\$2,000,000
Products – Completed Operations Aggregate Limits	\$4,000,000
General Aggregate Limit	\$4,000,000

**ORIGINAL SUBCONTRACT VALUE UNDER \$100,000**

	Limits of Liability
Bodily Injury and Property Damage Liability – Per Occurrence	\$1,000,000
Personal and Advertising Injury Limit – Per Person/Organization	\$1,000,000
Products – Completed Operations Aggregate Limits	\$2,000,000
General Aggregate Limit	\$2,000,000

Coverage will apply away from the Project Site for Enrolled Parties.  
Coverage will apply onsite and offsite for Excluded Parties.

**Automobile Liability**

Commercial Automobile Liability insurance covering all owned, hired and non-owned automobiles, trucks and trailers used in connection with the work with the following minimum limits:

	Limits of Liability
Combined Single Limit	\$1,000,000
Each Accident Bodily Injury and Property Damage	

Coverage will apply both on and off the Project Site.

**Excess Liability**

Excess Liability Insurance with the following minimum limits based upon original Subcontract value:

**ORIGINAL SUBCONTRACT VALUE OVER \$100,000**

	Limits of Liability
Each Occurrence	\$5,000,000
General Aggregate Limit	\$5,000,000

**ORIGINAL SUBCONTRACT VALUE UNDER \$100,000**

	Limits of Liability
Each Occurrence	\$1,000,000
General Aggregate Limit	\$1,000,000

Coverage will apply excess over the General Liability, Automobile Liability and Employers' Liability coverages.

Coverage will apply away from the Project Site for Enrolled Parties, except for Automobile Liability.  
Coverage will apply onsite and offsite for Excluded Parties.

**Property Insurance**

Trade Contractors must provide their own insurance for owned, leased, rented and borrowed equipment, whether such equipment is located at a Project Site or "in transit". Trade Contractors are solely responsible for any loss or damage to their personal property including, without limitation, property or materials created or provided under the Subcontract until installed at the Project Site, subcontractor tools and equipment, scaffolding and temporary structures.

## TRADE CONTRACTOR RESPONSIBILITIES

## Identifying Trade Contractor Insurance Costs

## Net With Add Alternative

Each subcontractor is required to exclude from its bid its normal cost for the insurance coverages that are provided under the CCIP program **based upon the subcontractor's self-performed work**. All insurance costs will be removed from each subcontractor's contract and labor rates/hourly wages. Each subcontractor is also required to provide an "insurance add alternate bid", specifying the additional cost for the subcontractor to provide insurance for the Project as if the CCIP Insurance coverages were not provided ("Subcontractor Insurance Cost"). KBE may modify this bidding and insurance cost identification as necessary by the specific project requirements.

To aid in identifying subcontractor's Insurance Costs, every subcontractor is required to submit with its insurance add alternate bid a completed **Insurance Cost Worksheet** (Aon Form-1a) along with copies of the following, along with the charge normally included for each of the following lines of insurance coverage.

Workers' Compensation declarations page and rating pages

General Liability declarations page and rating pages

Umbrella or Excess declarations page and rating pages

Experience modification worksheet

**Labor Rates Form** (for wage build-up) sheets, including all renewals

**Please Note: Any form that is completed should only contain information on your self-performed work. Each of your lower tier subcontractors is required to complete and submit the same forms for their own self-performed work.**

The Aon Insurance Cost Worksheet details the Insurance Costs for each subcontractor's own insurance program. Estimated unburdened payroll (payroll without benefits and overtime), and projected subcontract amount are also captured on the Aon Form 1a. This information, along with the insurance documentation outlined below, is used by Aon to verify the adequacy of the submitted subcontractor Insurance Costs and establish the Verified Blended Payroll Rate.

If the subcontractor charges profit and/or overhead on the wage rates, the same must be identified on Aon Form 1a. If Aon Form 1a does not have profit and/or overhead included, profit and overhead charge will be disallowed on the insurance markup on the submitted wage labor rates. In the event that 0% Profit and Overhead is provided by the subcontractor, 15% may be utilized by KBE or at its direction, the CCIP Administrator, until the 0% is substantiated by the subcontract.

In the event of a "flat" excess policy for a subcontractor or sub-subcontractor, KBE or the CCIP Administrator will calculate a rate (or back into a rate) based upon information provided. At a minimum, the calculation will be 15% of the GL insurance cost.

If the subcontractor is **self-insured**, or carries any **SIR** or **deductible** for its Workers' Compensation and/or General Liability program, then the following must also be provided along with the Aon Form 1a:

**TRADE CONTRACTOR RESPONSIBILITIES**

Copies of deductible page(s) from the policy in question or copy of the “plan documents”, copy of the self-insured “rating” page or plan agreement, or 5 years of past dividend calculations

5 Years of loss history

5 Years of annually audited payroll

The information provided will be used by KBE or the CCIP Administrator to develop the self-insured or deductible “loss fund” or verify the dividend credit. In the event the requested information is not provided, KBE or its CCIP Administrator may disallow the deductible, self-insured retention or dividend credit from the verified blended payroll rate calculation; or the deductible amount will be added to the development of the verified blended payroll rate calculation.

In those instances where the Aon Form 1a is not completed correctly; or are not specific to the scope of work; or the scope of work has changed; the subcontractor may be asked to re-complete the forms for their work or their subcontracted work. KBE or the CCIP Administrator may also perform a recalculation based upon revised estimated payrolls or copies of rating information.

A new Aon Form 1a may be required if the estimated payroll on the Aon Form 3 (Enrollment Form) is different than the payroll on the Aon Form 1a. The Estimated Payroll on the Aon Form 1a is the estimate that will now be used in the final adjustment calculation.

**Please Note:** Failure to submit any CCIP insurance Forms as required may result in the withholding of payments until required documentation is received or a liquidated damage imposed by KBE for failure of you or your subcontractors of any tier to comply with the CCIP documentation requirements.

**Tracking and Adjustment of Initial Insurance Cost Deductions**

Each Insurance Cost Worksheet will identify the Total Estimated Payroll that is used to calculate the Verified Insurance Cost. A Verified Insurance Cost Rate will be calculated for each Enrolled Subcontractor for the purposes of tracking the Contractor’s Insurance Cost and to perform a closeout calculation at the end of the work at the discretion of KBE.

The Verified Insurance Cost Rate Calculation

**FORMULA: (Verified Insurance Cost ÷ Total Estimated Payroll) x 100 = Initial Insurance Cost Rate for the Contract.** Computation Example:

Total Initial Insurance Cost (as verified by the CCIP Administrator)	=	\$100,000
Total Estimated Payroll (from completed Insurance Cost Worksheet)	÷	\$500,000
Subtotal	=	.2000
Multiply by 100	X	100
Verified Insurance Cost Rate	=	\$20.00

**TRADE CONTRACTOR RESPONSIBILITIES**

**Please Note:** KBE at its discretion may direct the CCIP Administrator to *recalculate* the Verified Insurance Cost Rate if an Enrolled Party changes the WC Class Codes, or changes the original estimated payroll split between WC Class Codes.

**Newly Identified Lower Tier Subcontractors**

The CCIP Administrator will perform the same calculations for each tier of subcontractor. Upon verification, KBE at its discretion may take a contract deduction equal to the lower tier subcontractor's Total Initial Insurance Cost.

**Processing Change Orders**

All Change Orders, **including** time and material work, if applicable, shall specifically show a line item on the change order for the cost of insurance for those coverages provided by the CCIP and estimated payroll and man-hours associated with the work by subcontractor performing the Change Order work. All payrolls associated with Change Order work shall be included with the subcontractor's Monthly Payroll Report.

**Please Note:** Failure to submit estimated payroll associated with Change Order work could impact the final Insurance Adjustment and Close-Out Calculation

**Interim &/or Final Insurance Adjustment & Close-Out Calculation**

At any time during the Work and/or upon Completion of the Work the CCIP Administrator may calculate the Enrolled Party's actual Insurance Cost based on actual reported payrolls. KBE reserves the right to issue an additional deductive change order as a result of the calculation.

Upon completion of the work and before any payment of retainage due the enrolled subcontractor, the CCIP Administrator will compute a Final Insurance Cost and Final Insurance Adjustment for each enrolled subcontractor's subcontract.

**Please Note:** Final payment will not be released to the Enrolled Contractor until all necessary forms have been submitted to KBE and CCIP Administrator.

**Final Insurance Cost Calculation**

Upon completion of the Work, the CCIP Administrator will calculate a Final Insurance Cost for each Enrolled Contractor and Subcontractor based on the following formula: (example shown below)

Total Reported Payroll for the Contract (including all payroll associated with Change Order Work)	=	\$600,000
Divided by 100	÷	100
Subtotal	=	6,000
Verified Insurance Cost Rate (verified by the CCIP Administrator)	X	\$20.00
Final Insurance Cost for the Contract (completed for each Enrolled Subcontractor)	=	\$120,000



**TRADE CONTRACTOR RESPONSIBILITIES**Final Insurance Cost Adjustment Calculation

Upon completion of the Work, the CCIP Administrator will calculate a Final Insurance Adjustment for all enrolled subcontractors based on the following calculation: (example shown below)

Final Insurance Cost for the Contract (completed for each Enrolled Subcontractor)	=	\$120,000
Minus Total Initial Insurance Cost	-	\$100,000
Subtotal	=	\$20,000
Plus Outstanding CCIP Loss Assessments	+	If any
Plus Subcontractor(s)' Final Insurance Cost Adjustments (see report)	+	If any
Equals Final Insurance Cost Adjustment	=	\$20,000

The Final Contract Adjustment for Insurance shall add or reduce the contract sum and any moneys due the subcontractor.

Subcontractors are solely responsible for recovering insurance costs from their lower-tiers regardless of the subcontractor's enrollment status. Initial and subsequent Insurance Cost obligations will reflect each enrolled subcontractor's insurance costs for coverages provided by the CCIP. The CCIP Administrator, upon request, will assist each subcontractor with identifying appropriate Insurance Costs for their lower tiers.

## Trade Rate Breakdown – CCIP-Provided Insurance Costs

Each enrolled Trade Contractor and Subcontractor is required to provide KBE with a "trade rate breakdown", that indicates the costs for workers' compensation and liability (primary and excess) coverages are at "\$0" (zero). KBE reserves the right to reduce any trade rate that has costs included for CCIP-provided insurance coverages.

## Safety Standards and Subcontractor Prequalification

Each Subcontractor and Sub-subcontractor is required to have a written safety program and to provide a designated safety representative who is on-site when any Work is in progress. Minimum standards for Subcontractor safety programs are outlined in KBE's Safety Standards.

Subcontractors must pre-qualify their Sub-subcontractors for compliance with required safety standards. Sub-subcontractors that are incapable of meeting the minimum safety standards do not possess the required minimum occupational safety and health qualifications required to work on KBE's Projects.

## How to Access the AonWrap Application

You can access AonWrap by entering <https://www.aonwrap.aon.com> in your Internet Browser. *Be sure to include the www in the address, failure to do so could cause your log on process to fail.*  
How to Login

Once at the AonWrap home page

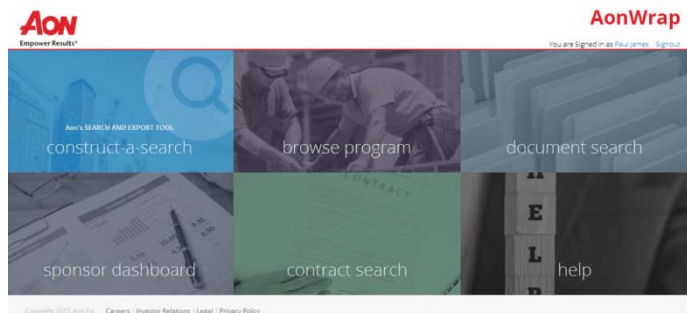
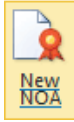
Enter your unique User ID and enter your Password

Click on the **LOGIN** button to gain access to the secure AonWrap application  
Please note that the first time you log on you will be requested to change your password.

## TRADE CONTRACTOR RESPONSIBILITIES

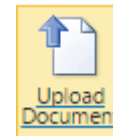
## How to Add A Sub via NOA

1. From the Welcome Page use the **browse program** option.
2. Click **New NOA** (Notice of Award) and complete the information on your subcontractor

How to Upload a Document  
(Certificate of Insurance, Rates, etc.)

1. Navigate to the contract and Click **Upload Document**
2. You can upload any of the following document “types”

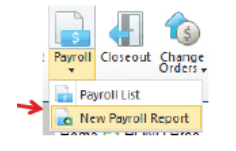
Text Files	.txt
Worksheets	.xls,.xlsx,.wrk,.wls
Web	.htm,.html
Images	.jpg,.gif,.bmp,.tif,.png
Compressed Files	.zip,.rar
PDF Files	.pdf
Word Files	.doc,.docx
Presentations	.ppt,.pptx



3. Your document NAME cannot contain any of the following characters  
# ~ % & { }
4. Select the Document Type and add a description – then click on Save & Close

## How to Report Payroll

1. From your contract, click on the Forms ribbon “Payroll” Button and select “New Payroll Report”
2. Enter information on your onsite activity for the reporting period



**B. Activity**

Entry Via:

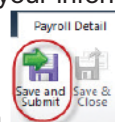
Country	State	WC Code	Class Description	Man Hours	Gross
USA	FL	5606	Executive Supervisor	0.00	\$
USA	FL	9905	Clerical Office Employees - NOC	0.00	\$
<b>Totals</b>				<b>0.00</b>	<b>\$</b>

\$tar

[Add Activity](#)

**All Other States**  
Premium shall be computed on the basis of the total remuneration paid or payable by the Insured for services

3. Enter your signature information- Fields with “\*” are required
4. When you have completed the entry of all your information, click on “Save and Submit” on your



Payroll Detail Ribbon at the top of the form

**TRADE CONTRACTOR RESPONSIBILITIES****Need Help?**

1. Click on Help
2. Click on [Help](#)
3. Search for your topic



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[Frequently Asked Questions](#)  
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Page Rating  
 10 9 8 7 6 5 4 3 2 1  
 Categories  
 No categories were selected

[AonWrap](#)

If you need to contact Aon directly, please call or email using the information below:

**Enrollment**

Each subcontractor and Sub-subcontractor shall provide details about its Sub-subcontractors as necessary for CCIP enrollment. All of the information requested on the **Enrollment Application** form (Aon Form 3) in Section 8 is required for enrollment. This form must be completed and submitted to the CCIP Administrator prior to mobilization to obtain coverage under the CCIP.

The CCIP Administrator will issue to each Enrolled Party a Welcome Letter and a CCIP Certificate of Insurance acknowledging acceptance of the applicant into the CCIP. The insurance carrier will issue a separate Workers' Compensation policy to each Enrolled Party.

**Please Note: Enrollment is not automatic!** Enrollment into the CCIP is required, but not automatic. Access to the Project Site will not be permitted until enrollment is complete. Eligible subcontractors and Sub-subcontractors MUST complete the enrollment forms and submit to the CCIP Administrator who will confirm complete enrollment into the CCIP. If a subcontractor or Sub-subcontractor obtains access to the site, with or without KBE's knowledge, CCIP coverage will not be provided if sub is not enrolled.

**Un-enrolled/excluded subs do not have any insurance coverage under the CCIP.**

**Assignment of Premiums**

KBE pays the cost of the CCIP insurance coverage. All Enrolled Parties will assign, to KBE, all adjustments, refunds, premium discounts, dividends, deductible payments, costs or any other monies due from or to the CCIP insurer(s). Trade Contractors will assure that Subcontractor has executed such an assignment.

**Payroll Reports**

In order to administer the workers' compensation policy, by the 10<sup>th</sup> of each month every Enrolled Party must submit to the CCIP Administrator an **Onsite Payroll Report** via the AonWrap website identifying man-hours and payroll for all work performed at the Project Site. This report shall classify the labor expended at each Project Site according to the Standard Workers' Compensation Insurance Classification and included in the subcontractor's Enrollment Form (Aon Form 3). Payroll should be reported via AonWrap website at <https://www.aonwrap.aon.com/default.asp> Please contact the Aon Administrator for a user id and password.

**NOTE:** The Monthly Payroll Report should include the "straight-time" payroll and the "straight-time" portion of any "overtime" payroll for all CCIP qualified employees, including onsite supervisors and onsite clerical personnel.

A monthly payroll report must be submitted for each month, including "zero (0) payroll" for those months where no onsite labor was expended, until completion of the work under each Subcontract. For those subcontractors performing Work under multiple subcontracts, a **separate Onsite Payroll Report** is required for **each** Subcontract.

**TRADE CONTRACTOR RESPONSIBILITIES**

**Please Note: Failure to submit any CCIP insurance Forms as required may result in the withholding of payments until required documentation is received or a penalty for failure to comply.**

## Change Order Procedures

Trade Contractors will price Change Orders to **exclude** their Insurance Cost and must provide an estimated payroll, including Subcontractors estimated payroll, amounts for work performed under the Change Order, unless otherwise directed by KBE.

## Insurance Company Payroll Audit

Each Enrolled Party is required to maintain payroll records for each Subcontract. Such records will allocate the payroll by Workers' Compensation classification(s) and exclude the excess or premium paid for overtime (i.e., except for projects in the state of Pennsylvania and Delaware, only the straight time rate will apply to overtime hours worked). Furthermore, such records will limit the payroll for Executive Officers and Partners/Sole Proprietors to the limitations as stated in the State manual rules.

It is important that you properly classify payrolls, as these are reported to the rating bureau for promulgation of future Experience Modifiers for your firm. All Enrolled Parties shall make available their books, vouchers, contracts, documents, and records, of any and all kinds, to the auditors of the CCIP insurance carrier(s) or KBE's representatives. Availability of records must be for a reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies.

## Closeout and Audit Procedures

An enrolled Trade Contractor or Subcontractor must submit the **Notice of Work Completion** when a Trade Contractor and/or Subcontractor have completed its Work at the Project Site and no longer has onsite workers. The Notice of Work Completion will initiate the final payroll report and audit of payroll and man-hours by the CCIP Insurer. Notice of Work Completion should be reported via AonWrap website at <https://www.aonwrap.aon.com/default.asp> Please contact the Aon Administrator for a user id and password.

Should the Trade Contractor or Subcontractor return to the Project Site, for any reason, they will do so under the their own insurance program and must provide KBE with a Certificate of Insurance showing their own coverage as detailed in the Subcontract.

KBE will not release final retention payment until all necessary forms have been submitted and accepted by the CCIP Administrator as well as all requirements of their Subcontract Agreement.

## CCIP Termination or Modification

KBE may, for any reason, modify the coverage provided by the CCIP insurance policies, discontinue the CCIP or any part thereof, or request that a Trade Contractor or any of its Enrolled Subcontractors of any tier withdraw from the CCIP upon written notice. Upon such notice Trade Contractor and/or one or more of its Enrolled Subcontractors, as specified by KBE in such notice, shall obtain and thereafter maintain during the performance of the Work, all (or a portion thereof as specified by KBE) replacements of the CCIP Coverages. The form, content, limits of liability and the insurer issuing such replacement insurance shall be subject as set forth in Section 5 for both onsite and offsite operations. The cost of the replacement insurance shall be at KBE's expense, but only to the extent of the applicable costs of the CCIP insurance policies and equal to, or the applicable proportion of, the Subcontractor's Add Alternative for insurance coverages as verified by the CCIP Administrator.

## CCIP Schedule of Fines

KBE reserves the right to assess fines for failure to perform as required by contract. **All fines are assessed at the discretion of KBE.** Failure of a sub of any tier to submit any CCIP insurance forms as required may result

**TRADE CONTRACTOR RESPONSIBILITIES**

in the withholding of payments of the Trade Contractor until required documentation is received or a fine for failure to comply will apply.

The applicable fines are.

<b>FINES</b>	<b>COMMENT</b>
\$2,500 per event	May be assessed by KBE for any claims not reported within 24 hours of occurrence
\$1,500 per week	May be assessed by KBE per week for failure to implement Return To Work program or provide modified duty position
\$2,500 per form	May be assessed by KBE for failure to provide requested information or documentation within 24 hours.
\$2,500 per event	May be assessed by KBE for failure to notify KBE and the CCIP Administrator of a lower tier prior to working on site.
\$5,000 per occurrence	General Liability Obligation may be assessed by KBE for any claim due to the Subcontractor's or its Subcontractor's negligence for any damages or injuries caused by the Work, acts or omissions of the Subcontractor, the Work, acts or omissions of its Subcontractors of all tiers or the Work, acts or omissions of any third party for whom the Subcontractor, or its Subcontractors are responsible. The General Liability Obligation shall remain uninsured by the Subcontractor and its Subcontractors of all tiers, and shall not be covered by the CCIP Coverages.

**ON-SITE CLAIM PROCEDURES**

## On-Site Claim Procedures

### General Procedures

Trade Contractors must report all injuries, occupational-related illnesses or property damage to the Site Safety Manager immediately. All Parties will instruct employees and other personnel to report, in writing, within 24 hours **all** Accidents and Occurrences of any type to the Site Safety Manager or Project Superintendent.

**Immediately call the Site Safety Manager or Project Superintendent in the event of the following:**

- Any injury for which an ambulance is called
- Injury to head or neck
- Possible injury to back or spinal cord
- Unconscious employee
- Possible blindness
- Amputation of limbs
- Fatality
- Heart attack or stroke
- Hospitalization
- Property damage estimated over \$1,000

### Investigation Assistance

All Parties will assist in the investigation of any accident or occurrence involving injury to persons or property. All Parties will cooperate with the companies involved in adjusting any claim by securing and giving evidence and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit.

### Workers' Compensation Claims

The main responsibility for any Party is first to see that the injured worker receives immediate medical care. Next, you should immediately notify the Site Safety Manager in the event of a serious injury or accident. Trade Contractors' onsite personnel will follow these procedures if any employee is involved in an accident or occurrence resulting in bodily injury:

1. Trade Contractors must contact designated first aid/medical personnel and transport the injured party to the onsite first aid or medical facility, as necessary.
2. Report all injuries or occupational-related illnesses within 24 hours to the Employer's Project supervisor and KBE's Site Safety Manager or Project Superintendent.
3. Employer must complete an *Incident Investigation Report* and return to KBE's Site Safety Manager within 24 hours of employee's notice of injury/claim. The Site Safety Manager will email the completed form to the Director of Accounting/Administration within 24 hours of receipt.
4. Trade Contractor and its Subcontractor will provide for Modified Alternate Duty position (aka "Return to Work" Program) based upon the work abilities given to the Injured Party from the treating physician.
5. Immediately send all subsequent medical return to work notes, inquiries or correspondence about an injured party to the Site Safety Manager.
6. No injured party will be allowed on a job site unless they have provided the Site Safety Manager with the proper return to work note, either full duty or modified duty.

### Incident Management & Reporting Procedures for Subs

#### **EMERGENCIES (Serious Bodily Injury)**

1. Call responding Emergency Medical Service (911) and Notify KBE Personnel
2. Secure and Check scene for safety
3. Implement and follow site specific Emergency Action Plan.

#### **NON-EMERGENCIES**



**ON-SITE CLAIM PROCEDURES**

1. Obtain Clinic Release Form from the Site Safety Manager.
2. The injured employee is transported to clinic by their employer.
3. Provide completed forms to the medical provider upon arrival at clinic (required for treatment authorization and billing).
4. After treatment, injured employee and transporter must return medical documentation to the Site Safety Manager.
5. The injured employee's supervisor and Site Safety Manager shall coordinate a modified duty assignment for injured employee, if prescribed.
6. Submit a completed KBE Incident Investigation Report to KBE Site Safety Manager.

**INVESTIGATION**

Trade Contractors are to proceed with an incident investigation and give the report to KBE Construction's Site Safety Manager.

**Return to Work Program****Purpose:**

KBE Building Corporation is committed to providing a safe work place for both its employees and the Trade Contractor and Subcontractors' employees; facilitating prompt quality medical care in the event of a work related injury; and pursuing modified alternate duty to minimize the risks and financial burdens to its workforce.

KBE Building Corporation has a "Return-To-Work" (RTW) program, which each subcontractor of every tier is contractually required to implement. Each subcontractor of every tier will provide a Modified Alternate Duty Program for an employee who has sustained a work related injury or illness and is medically unable to perform all or any part of his / her normal duties during all or any part of the normal workday or shift.

This applies to all subcontractors of all tiers on the project.

**The program must include, but not be limited to:**

Immediate reporting of all work related injuries to KBE Building Corporation.

All injured employees will be provided with an approved medical treatment facility listing where appropriate, or a recommended panel listing. If there is any doubt as to where to go for treatment, the injured employee must contact KBE Building Corporation.

Trade Contractors need to communicate to the injured employee and physician KBE's Return To Work Program and facilitate Modified Alternate Duty with physicians and the employee.

The injured employee must provide the KBE Safety Manager, Project Managers, Supervisors and Foreman copies of all medical notes, to include a statement on work capacity.

Modified Alternate Duty assignments must comply with all medical limitations as outlined by a physician. The positions can be on this job or at any location of the employer. Please communicate with KBE's Site Safety Manager the location of the injured worker.

KBE's Safety Manager, Project Managers, Supervisors and Foreman all must be informed of the modified alternate duty assignment, anticipated length of alternate duty, and the restrictions.

The injured employee is not to assume normal work activities unless there is medical documentation releasing them to their normal duties and presented to KBE's Safety Manager.

**Responsibilities:**

The following will define the reporting responsibilities of each party involved in the CCIP for Return to Work.

**Subcontractor**

Failure of a subcontractor to provide reasonable Modified Alternate Duty to an injured worker will result in a \$1,500 weekly assessment against the subcontractor until the injured employee is returned to work in either a modified alternate duty position or full duty.

Ensure that your employees understand KBE's RTW program and clarify any procedures that are unclear.

**ON-SITE CLAIM PROCEDURES**

Your employees are to report all injuries, even minor incidents, immediately within established reporting protocols.

Your employees are to work closely with KBE and your managers/ supervisors and communicate all necessary information regarding their ability to return to work.

Your employees are to provide the physician with the information, including the RTW program, necessary to help them determine how and when they can return to work.

Your employees are to work within their medically stated limitations.

Your employees are to help co-workers stay focused and provide a positive environment when they return to modified alternate duty.

**Subcontractor's Supervisor / Manager**

Understand and support KBE's written policies / procedures.

Complete the Accident Forms immediately after the incident.

Facilitate treatment with the injured employee.

Coordinate Modified Alternate Duty with the injured employee within the injured employee's work abilities as per the medical documentation.

Monitor the injured employee's progress on modified alternate duty and provide weekly updates to the KBE Site Safety Manager.

**Sample Offer of Temporary Alternative Position Letter**

**(To be used for out-of-work employee who has now been released for work with restrictions)**

Dear Employee:

(Contractor or Owner Name) is extending an offer of temporary transitional employment.

We are aware that you are medically cleared for work with restrictions. The task requirements of the offered position are within the scope of your current physical limitations.

You are being offered a position as a \_\_\_\_\_. This temporary transitional employment is subject to the limitations described on the attached medical report from \_\_\_\_\_. The wages you will be paid are \$\_\_\_\_\_ per hour. The work hours are \_\_\_\_\_.

You are expected to return to work in the transitional position as described above on \_\_\_\_\_ (date) at \_\_\_\_\_ am/pm. Please report directly to \_\_\_\_\_ at the \_\_\_\_\_ project/site located at \_\_\_\_\_.

Any questions regarding this temporary position offer should be directed to \_\_\_\_\_ immediately.

**YOUR FAILURE TO REPORT TO WORK AS OUTLINED ABOVE MAY RESULT IN THE TERMINATION OF YOUR WORKER'S COMPENSATION BENEFITS.**

Sincerely,

**SEND CERTIFIED, RETURN RECEIPT REQUESTED, AND REGULAR MAIL**

**Liability Claims**

Trade Contractors must immediately report all Accidents at the Project Site involving death, injury, or damage to property of non-employee personnel (the public, tenants, and visitors) to the Site Safety Manager. As soon as the onsite personnel become aware of the accident or occurrence, they must:

1. Take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities as required by law.
2. Complete and submit a *General Liability Loss Notice* to the Site Safety Manager within 24 hours

## ON-SITE CLAIM PROCEDURES

- of the incident.
3. Immediately send all subsequent inquiries or correspondence about an insured loss or claim, including a summons or other legal documents, to the Site Safety Manager immediately.

**Do not voluntarily admit liability and cooperate with KBE and the CCIP insurer representatives in the accident investigation.**

### Property Claims

Report any damages to your Work or the Work of any other subcontractor to the Site Safety Manager. In addition, complete the *Incident Investigation Report Form* and submit it to the Site Safety Manager.

### Automobile Claims

No coverage is provided for automobile accidents under the CCIP. It is the sole responsibility of each Party to report accidents/claims involving their automobiles to their own insurers.

However, all accidents occurring in or around the Project site must be reported to KBE's Site Safety Manager. Accident investigations will occur and focus on liability arising out of the Project construction activities that could result in future claims (i.e. due to the conditions of the roads, etc.). Each Party shall cooperate in the investigation of all automobile accidents.

### Pollution Claims

**No coverage is provided for pollution incidents under the CCIP. It is the sole responsibility of each Party to report accidents/claims to their own insurers.** Report events that may give rise to a pollution claim by immediately notifying the Site Safety Manager of any known or suspected pollution incidents. Each Party shall cooperate in the investigation of all incidents.

### Loss Runs

An enrolled subcontractor may obtain loss runs for their own onsite experience by requesting, in writing on their company letterhead, directed to the Insurance Administrator.

**CCIP FORMS****CCIP Forms**

This section contains the forms needed for the CCIP.

1. Insurance Cost Worksheet Aon Form 1a
2. Enrollment Request Aon Form 3
3. Sample Certificate of Insurance for Covered Parties
4. Sample Certificate of Insurance for Excluded Parties
5. Wage Labor Rate Forms Non-Union and Union Subcontractors **ONLY COMPLETE ONE VERSION AND SUBMIT TO KBE** (available in MS Excel format)

**Note:** For assistance in completing these forms, please contact the CCIP Program Administrator at Aon Risk Solutions:

**BIDDING CHECKLIST****ALL DOCUMENTS AND INFORMATION NEEDED FOR BIDDING**

- ☐ Did you remember to remove the cost of your workers' compensation, general liability and excess liability from your bid?
- ☐ Did you provide an Insurance Add Alternate and attach it to your bid?
- ☐ Did you notify your insurance agent you are a participant in the KBE CCIP program?
- ☐ Did you complete and attach to your bid Labor Rate Form for each Craft level? **ONLY COMPLETE THE APPLICABLE VERSION (NON-UNION VS. UNION) AND SUBMIT TO KBE**
- ☐ Did you attach a copy of your current Certificate of Insurance that matches the sample provided?
- ☐ Do you have SUB-SUBCONTRACTORS?
- ☐ Notify Aon as soon as the subcontractor is identified PRIOR to the subcontractor starting work on site.
- ☐ Provide a copy of the KBE CCIP manual and contract language to all your subcontractors, and require that they do the same for any of their subcontractors
- ☐ If you or your insurance agents have any questions regarding the KBE CCIP please contact Aon.
- Johnetta Bryant  
Aon Wrap-Up Team
- Email [acs.construction@aon.com](mailto:acs.construction@aon.com)
- Toll Free # (800) 364-0495 Ext: 2
- Fax # 800-363-6695
- Reference KBE CCIP customer #980000047730

## CCIP FORMS

<b>Form-1a</b>	<b>Insurance Cost Worksheet Form 1a</b> Numbers reference attached instructions	<b>UVA - Brandon Ave UC Housing</b> Page 1 of 2
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**A. Contractor Information:** Federal ID # or Soc. Sec. #: 1

<div style="text-align: center; border: 1px solid black; padding: 2px;">▼ Business Information (headquarters)</div> Company Name & dba: <u>2</u> Contact Name & Title: _____ Address: _____ City, State, Zip Code: _____ Telephone: _____ Fax: _____ E-mail Address: _____	<div style="text-align: center; border: 1px solid black; padding: 2px;">▼ Contact Information (address questions to..)</div> <u>3</u> _____ _____ _____ _____ _____
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**B. BID INFORMATION:** Bid Package 1 UVA - Brandon Ave UC Housing

Description of Work: 2

Proposed Contract Price \$: 3 Are you Submitting a bid to : 5 Yes No

Amount of Self Performed Work \$: 4 If No, identify to whom: 6

**C. Workers' Compensation Insurance Information for Work Described Above:** <sup>(a)</sup> (attach a separate sheet if necessary)

a State	b Class Code	c Description	d Rate (per \$100 payroll)	e Man-hours	f Payroll	g WC Premium (Payroll * Rate / 100)
<u>1</u>						
<b>Total</b>				<u>2</u>	<u>3</u>	<u>4</u>

Identify the Amount of Your Claim Retention 5 Your Company's Workers' Compensation Experience Modifier: 6

Modified Premium (line C4 x C6): 7

Employers Liability Rate: 8 Employers Liability Premium: 9

10 Modification & Discount Premium Factors	11 Rate	12 Amount
Mod 1: _____	+ or - _____	_____
Mod 2: _____	+ or - _____	_____
Mod 3: _____	+ or - _____	_____
Mod 4: _____	+ or - _____	_____
Mod 5: _____	+ or - _____	_____
<b>Total Modification Amount (Total of all amounts entered in column C12):</b>		<u>13</u>
<b>Total Workers' Compensation Premium (line C7 + C9 + C13):</b>		<u>14</u>

**D. General Liability:** <sup>(a)</sup> Rate: 1 2 Based On: Total Payroll (C3) Contract Price (B3) 3 Rate factor: Per 100 Per 1,000 Identify the Amount of Your Claim Retention: \_\_\_\_\_ 5

GL Premium (D2 x D1 ÷ D3): \_\_\_\_\_

**Excess/Umbrella Liability:** <sup>(a)</sup> Rate: 6 7 Based On: Total Payroll (C3) Contract Price (B3) Other \_\_\_\_\_ 8 Rate factor: Per 100 Per 1,000 Excess/Umbrella Premium (D7 x D6 ÷ D8): \_\_\_\_\_ 9

**E. Builder's Risk/Installation Floater:** <sup>(f)</sup> Rate: 1 2 Rate factor Per 100 Per 1,000 Builder's Risk/Installation Floater Premium (B3 x E1 ÷ E2): 3

**F. Other Insurance Premiums:** <sup>(f)</sup> (Enter total premium costs identified on page 2) 1

**G. Totals** Total of all Insurance Premiums (Total of lines C14 + D5 + D9 + E3 + F1): 1

Overhead & Profit on Insurance Prem. %: 2 15% O/H & Profit Amount (G1 x G2): 3

**Total Initial Insurance Cost (Total of lines G1 + G3): 4**

**Contractor's Initial Insurance Cost Rate (Line G4 divided by total payroll in line C3 x 100): 5**

**H. Signature Block:** I verify the information presented above and attachments are correct:

Name: \_\_\_\_\_ (please print) Date: \_\_\_\_\_


Title: \_\_\_\_\_ Signature: \_\_\_\_\_

**Completion of this form is a required part of your bid and must accompany your bid documents.** Complete a separate form for each contractor, known subcontractor(s) and trades not currently awarded to a subcontractor. Duplicate this form as needed.

**(a) Please provide copies of the following documents to support your insurance cost calculations:**

Schedule of Values	General Liability declaration and rate pages
Workers' Compensation declaration and rate pages	Umbrella/Excess Liability declaration and rate pages
Experience Modification worksheet	5 years actual loss experience for each line of coverage in which Contractor retains a deductible or SIR.

## CCIP FORMS

 Form-1a	Insurance Cost Worksheet Form 1a Instructions	UVA - Brandon Ave UC Housing Page 2 of 2
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Complete a separate form for each contractor, known subcontractor and trade not currently awarded to a subcontractor. Duplicate this form as needed. **Completion of this form is a required part of your bid and must accompany your bid documents.**

**A. Contractor Information**

- 1 Enter your company's Federal ID number. This number can be found on filings made to the federal government such as your tax return.
- 2 Enter your company's name, mailing address and phone/fax number for your company's main office location in the space provided below.
- 3 Enter the name of the person Aon should contact if questions arise. Include the mailing address, phone/fax and email address if different than A-2

**B. Bid Information**

- 1 Enter the Bid Package Number, Contract Number or Purchase Order Number that was included in 's originating documentation.
- 2 Provide a brief description of the work you will be performing at the project site.
- 3 Identify the total amount of your bid.
- 4 Identify the amount of work that you anticipate will be self-performed.
- 5 Check the appropriate box that identifies if you contract directly with or are a subcontractor.
- 6 If you are a subcontractor, identify the entity with whom you are under contract.

**C. Workers' Compensation Insurance Information** *(Duplicate or attach additional sheets if necessary. You may create an electronic version of this document if all requested information is included):*

- 1
  - a Enter the two letter abbreviation for the state in which the work will be performed.
  - b Enter each Workers' Compensation class code that applies to your work identified in B2. *(Most states use a 4 digit Number)*
  - c Enter the Workers' Compensation class code description that applies to each class code identified in C1b.
  - d Enter the Workers' Compensation rate that applies to the specified class code.
  - e Enter the estimated Man-hours required to complete the described work for each Workers' Compensation class code.
  - f Enter the estimated Payroll required to complete your work. Use only unburdened payroll and exclude the premium portion of any overtime pay.
  - g Calculate the WC Premium by multiplying the Payroll (C1f) by the Rate (C1d) and dividing the result by 100. Repeat this calculation for each WC class code.
- 2 Total the estimated Man-hours for each class code. Be sure to include information from additional pages if used.
- 3 Total the estimated Payroll for each class code. Be sure to include information from additional pages if used.
- 4 Total the Workers' Compensation Premium for each class code. Be sure to include information from additional pages if used.
- 5 Enter the amount of the Claim Retention / Deductible your company has on their existing Workers' Compensation.
- 6 Enter your WC Experience Modifier. This Information can be located on your Workers' Compensation policy or on your NCCI Bureau Rating Sheet.
- 7 Calculate the Modified Premium by multiplying the WC Premium (C4) by the Experience Modifier (C6).
- 8 Enter your Employer's Liability Insurance Rate. This information can be found in your Workers' Compensation policy.
- 9 Calculate your Employer's Liability Premium by multiplying the Modified Premium (C7) by the Employer's Liability Rate (C8).
- 10 Identify the Modifiers that apply to your Workers' Compensation Premium. This information can be located on your Workers' Compensation Policy.
- 11 Enter the Rate for each identified Modifier. The information can be located on your Workers' Compensation Policy
- 12 Calculate the Modified Premium Factor Amount by multiplying the Modified Premium (C7) by the Modified Premium Rate (C11) and dividing by 100. Be sure to identify if the Modification factor is an addition or reduction to your premium.
- 13 Total the Modified Premium Amounts by adding the numbers in column C12.
- 14 Calculate the Total Workers' Compensation Premium by adding the Modified Premium (C7) to the Employer's Liab Premium (C9) and adding the Premium Modifications (C12).

**D. General Liability & Umbrella/Excess Liability Insurance**

- 1 Enter the General Liability Rate. This number can be found on your General Liability Policy
- 2 Identify the base the General Liability Rate applies to. If the base is other than Payroll or Revenue, enter the amount and the description in the space provided.
- 3 Identify the General Liability Rate factor by marking the box.
- 4 Identify the amount of your Claim Retention.
- 5 Calculate the General Liability Premium by multiplying the Bases (D2) by the Rate (D1) and dividing by the factor (D3).
- 6 Enter the Excess/Umbrella Liability Rate. This number can be found on your Excess/Umbrella Liability Policy
- 7 Identify the base the Excess/Umbrella Liability Rate applies to. If the base is other than Payroll or Revenue, enter the amount and description in the space provided.
- 8 Identify the Excess/Umbrella Liability Rate factor by marking the box.
- 9 Calculate the Excess/Umbrella Liability Premium by multiplying the Bases (D7) by the Rate (D6) and dividing by the factor (100 or 1,000).

**E. Builder's Risk/Installation Floater**

- 1 Enter the Builder's Risk/Installation Floater Rate. Locate this information on your Property Policy or Builder's Risk Policy.
- 2 Identify the base factor that it applies to (100 or 1,000).
- 3 Calculate the Premium by multiplying the Proposed Contract Price (B3) by the Rate (E1) and dividing it by the Factor (E2).

**F. Other Insurance Premiums**

- 1 For each of the Insurance Lines of Coverage identified below, Identify the Rate, Base and Factor. Calculate the Premium by multiplying the Base x Rate Factor. Total the Other Insurance Premiums in the space provided and carry that amount to the front page.

**G. Totals**

- 1 Calculate the Total of all Insurance Premium by adding Workers' Compensation (C14), General Liability (D5), Excess/Umbrella Liability (D9), Builder's Risk/Installation Floater (E3), and Other Insurance Premiums (F1).
- 2 Identify the Overhead & Profit Percentage that was applied to this project during the tabulation of the Proposed Contract Price.
- 3 Calculate the Overhead & Profit Amount by Multiplying the Total of all Insurance Costs (G1) by the Overhead & Profit Percentage (G2).
- 4 Calculate the Total Initial Insurance Cost by adding the Overhead & Profit Amount (G3) with the Total of all Insurance Premium (G1)
- 5 Calculate your rate by Dividing the Total Initial Insurance Cost (G4) by the Estimated Payroll (C3) and multiplying by 100.

**H. Signature Block:** This form must be signed by a representative of your company with the authority to Verify the information is correct.

**Note: Please provide copies of the following documents as part of your submittal:**

Schedule of Values	General Liability declaration and rate pages
Workers' Compensation declaration and rate pages	Umbrella/Excess Liability declaration and rate pages
Experience Modification worksheet	5 years actual loss experience for each line of coverage in which Contractor retains a deductible or SIR.



## CCIP FORMS

<b>AON Form-3</b>	<b>Enrollment Request Aon Form 3</b> Numbers reference attached instructions	<b>UVA - Brandon Ave UC Housing</b> Page 1 of 3
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Examine your current Workers' Compensation and General Liability Policies or contact your Insurance Agent to assist you with completing this form. \*\*\* NOTICE \*\*\* Enrollment is not automatic and requires the satisfactory completion of the Aon Form-1a or Form-1b, Form-2 and Form-3. In addition, submit a Certificate of Insurance providing evidence of your offsite coverage. Please refer to the Insurance Manual for coverage requirements.

**A. Contractor Information:** Federal ID # or Soc. Sec. #: 1

<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <b>Business Information (headquarters)</b> </div> <div style="border: 1px solid black; padding: 2px;"> <b>Contact Information (address questions to..)</b> </div>	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <b>Contact Information (address questions to..)</b> </div>
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Company Name & dba: 2 3  
 Contact Name & Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, MA Zip Code: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Indicate your Organization's Structure: 4 Corporation Partnership S-Corporation  
 Joint Venture Sole Proprietor Other \_\_\_\_\_

**B. CONTRACT INFORMATION:** Contract No.: 1

Date Contract Awarded: 2 \_\_\_\_\_  
 Description of Work: 3 \_\_\_\_\_  
 Proposed Contract Price \$: 4 \_\_\_\_\_ Are you Submitting a bid to KBE Construction: 6 Yes No  
 Self-Performed Work \$: 5 \_\_\_\_\_ If No, identify to whom: 7 \_\_\_\_\_

Start Date: 7 \_\_\_\_\_ Actual Estimated Completion Date: 8 \_\_\_\_\_ Actual Estimated

**C. Contacts: (Complete if Applicable)**

Position	1 Name & Title	2 Phone	3 Fax	4 email address
Project Mngr:				
Res. Engineer:				
Insurance:				
Contract Admin:				
Payroll:				
Claims:				
Safety Rep:				

Provide Location of payroll records if different than Corporate address: 5 \_\_\_\_\_ Phone: \_\_\_\_\_  
 City, MA, Zip Code: \_\_\_\_\_ Fax: \_\_\_\_\_

**D. Workers' Compensation Insurance Information for Work Described Above: (attach a separate sheet if necessary)**

a State	b Class Code	c Description	d Man-hours	e Payroll
<b>Totals</b>			2	3

**E. Provide your current Offsite Workers' Compensation Information: (for each state you will perform work in)**

Applicable State	Risk ID Number	Rating Bureau	Anniversary Rating Date
2	3	4	

Your WC Insurance Carrier: 5 \_\_\_\_\_  
 Policy #: 6 \_\_\_\_\_ Effective Date: 7 \_\_\_\_\_ Expiration Date: 8 \_\_\_\_\_

## CCIP FORMS

<b>Form-3</b>	<b>Enrollment Request Aon Form 3</b> Numbers reference attached instructions	<b>UVA - Brandon Ave UC Housing</b> Page 2 of 3
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**F. Subcontract Information:** List all subcontractors that will be working for you on this project (complete the information in the following table). Use additional paper if necessary:

1 Subcontractor	2 Subcontract \$	3 Contact Person	4 Address	5 Phone Number Email Address	6 Estimated Start Date

**G. Enrollment Questions:** Answer each question. Use additional paper if necessary.

1 Will you have any offsite location(s) 100% dedicated to this project? Yes No If yes, please provide address: \_\_\_\_\_

2 Please check if: Any aircraft used on this project Any watercraft used on this project

3 Please indicate if labor from the following sources will be used: Employee Leasing Firm Temporary Labor Agency

4 What is your current experience modification? \_\_\_\_\_

5 \_\_\_\_\_

6 \_\_\_\_\_

7 \_\_\_\_\_

**H. WARRANTY APPLICABLE TO PROGRAM INSURANCE COVERAGE**

1 Premiums for this Program are the responsibility of *KBE Construction* and I agree any and all return of premium, dividends, discounts, or other adjustments to any Program policy(ies) is assigned, transferred and set over absolutely to *KBE Construction*. This assignment applies to the Program policy(ies) as now written or as subsequently modified, rewritten or replaced. Rights of Cancellation for all Program insurance policy(ies) arranged by *KBE Construction* are assigned to *KBE Construction*.

2 I will pay the cost of premium(s) for non-Program insurance coverage, specified in the Contract Documents.

3 I authorized the release of all claim and audit information for all insurance policies under this Program.

4 It is my responsibility to notify my insurance carrier(s) that I am enrolling in this Program.

5 I have omitted from my bid the insurance costs for the coverage provided by *KBE Construction*. I further agree to the Aon Verified Insurance Cost Rate as described in the Insurance Manual.

6 The statements in this insurance application are true to the best of my knowledge.

**I. Signature Block :** I verify the information presented above and attachments are correct:

Name: \_\_\_\_\_ Date: \_\_\_\_\_

(please print)

Title: \_\_\_\_\_ Signature: \_\_\_\_\_

**Note:** Information can be submitted on-line at [www.aonwrap.aon.com](http://www.aonwrap.aon.com). Please contact your Administration Staff to obtain a user ID and Password.

**Fax to:** Aon Wrap-Up Team  
 KBE CCIP CUSTOMER #980000047730


**Or Email to:** [acs.construction@aon.com](mailto:acs.construction@aon.com)

**Or Mail to:** 4 Overlook Point  
 Lincolnshire, IL 60069

**Phone:** 866-243-8266 (866 2GetAon) ext. 8

**Fax:** 800-363-6695

## CCIP FORMS

 Form-3	<b>ENROLLMENT REQUEST AON FORM 3</b> INSTRUCTION	UVA - Brandon Ave UC Housing Page 3 of 3
<p>This form must be completed and submitted by each successful Contractor and subcontractor of any tier prior to Site mobilization <b>for each contract awarded</b>. The Contractor and subcontractor will submit the completed form to Aon Risk Services. Upon receipt of this form, Aon will issue to the Contractor or subcontractor a Certificate of Insurance evidencing coverage in the Controlled Insurance Program. The completed Certificate of Insurance and Workers' Compensation insurance policy will be mailed to the Enrolled party.</p>		
<b>A. Contractor Information</b> Enter your company's Federal ID number. This number can be found on filings made to the federal government such as your tax return. Enter your company's name, mailing address and phone/fax number for your company's primary office location. Enter the name of the person Aon should contact if questions arise. Include mailing address, phone/fax and email address, if different than A2. Identify your company's legal structure by checking the box that applies. If the correct legal structure is not specifically listed, please check the "Other" box and specify in the space provided.		
<b>B. Contract Information</b> Enter the Contract Number or Purchase Order Number that was included in KBE Construction's originating documentation. Supply the Date this Contract was awarded to your organization. Provide a brief description of the work you will be performing at the project site. Identify the total amount of your contract. Identify the amount of work that you anticipate will be self-performed. Check the appropriate box that identifies if you contract directly with KBE Construction or are a subcontractor. If you are a subcontractor, identify the entity with whom you are under contract. Enter the Date you anticipate starting work and then mark whether the date provided is actual or estimated. Enter the Date you anticipate completing the described work and then mark whether the date provided is actual or estimated.		
<b>C. Contacts</b> <i>(Requested Contact information is for specific functions. It is possible to have a single person fulfill multiple responsibilities.)</i> Identify the name of the person and their title for each function. These individuals should be located, if at all possible, onsite. Provide the phone number for each person identified above. Provide the fax number for each person identified above. Provide the email address for each person identified above, if applicable. Identify the physical location where your payroll records are retained. Provide the Address, City, MA, Zip Code, Telephone, Fax Number and E.mail Address of the person responsible for maintaining the payroll information.		
<b>D. Workers' Compensation Information</b> <i>(Duplicate or attach additional sheets if necessary. You may create an electronic version of this document if all requested information is included.)</i> a Enter the two letter abbreviation for the state in which the work will be performed. b Enter each Workers' Compensation class code that applies to the work identified in B2. (Most states use a 4 digit Number) c Enter the Workers' Compensation class code description that applies to the work identified in D1b. d Enter the estimated Man-hours required to complete the described work by Workers' Compensation class code. e Enter the estimated Payroll required to complete the described work for each Workers' Compensation class code. Use only unburdened payroll and exclude the premium portions of any overtime pay. Total all estimated Man-hours for each class code. Be sure to include information from additional pages if used. Total all estimated Payroll for each class code. Be sure to include information from additional pages if used.		
<b>E. Current Offsite Workers' Compensation Information</b> <i>(Information relates to your corporation's existing coverage; identify each modification factor that applies.)</i> Enter the State that the Modification Information applies to. Enter your Bureau File Number also referred to as your Risk Identification Number. This number can also be found on your Modification worksheets. Enter the Bureau Rating Agency. In most states this is NCCI. Provide your Company's Anniversary Rating Date. Information can be located on your bureau's WC Experience Modification worksheets. Identify your insurance carrier for Workers' Compensation Coverage. Provide your Workers' Compensation Policy Number. Provide the effective date of your Workers' Compensation policy. Provide the expiration date of your Workers' Compensation policy.		
<b>F. subcontractor Information</b> <i>(Provide the following information for each subcontractor that will be performing work at the project site. Use additional sheets, if necessary.)</i> Identify the name of the Subcontracting firm. Provide the estimated value of the subcontracted activity. Provide a contact name, preferably the project manager, for the subcontractor. Provide the mailing address for the subcontractor. Provide the phone number for the subcontractor. Provide the date the subcontractor is scheduled to begin work.		
<b>G. Enrollment Questions</b> Determine if you will have any locations, offsite, that will be 100% dedicated to this project. Include material/supply storage as a possible location. Mark the appropriate box (yes/no). If you answer yes – provide the address of each location you identified as 100% dedicated. Mark the box or boxes that apply. Contemplate only work performed under this contract. Mark the box or boxes that apply. Employee Leasing Firm are those firms that supply the labor force for your company <i>(You direct the activities of the Leasing Company's employees)</i> . Temporary Labor Firms supplement your labor force.		
<b>H. Warranty Statements:</b> Read each Warranty statement thoroughly. If you have questions regarding any of these statements, contact the Aon administrator identified on page 2.		
<b>I. Signature Block:</b> This form must be signed by a representative of your company knowledgeable of its accuracy.		
Forward the completed Enrollment Application to the Aon administrator identified at the bottom of page 2 of this form. The administrator prior to the start of your work onsite must receive this form.		


Sample Covered Parties Certificate of Insurance **FOR SUBCONTRACTS OVER \$100,000**

<h2 style="margin: 0;">CERTIFICATE OF LIABILITY INSURANCE</h2>		DATE (MM/DD/YYYY)															
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																	
PRODUCER		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURED		<div style="background-color: yellow; padding: 5px;"> <p>Sample Certificate for Sample Certificate for Enrolled Parties</p> <p>MINIMUM Required Insurance for subcontracts <b>OVER</b> \$100,000</p> </div>															
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>															
		<b>REVISION NUMBER:</b>															
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS										
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X				Per Claim/Occ \$ 2,000,000 General Agg \$ 4,000,000 Prod & Comp Opp Agg \$ 4,000,000 Personal & Adv. Injury \$ 2,000,000 Fire Damage Medical Expense										
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X				Combined Single Limit \$ 1,000,000										
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X	X				Each Occurrence \$ 5,000,000 Aggregate \$ 5,000,000										
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER EL Each Accident \$ 500,000 EL Disease Limit \$ 500,000 EL Disease Each Accident \$ 500,000										
<b>A Contractor's Equipment Floater</b>				<b>\$Value equal to contractor's equipment onsite</b>													
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</b> <p>Work performed at the University of Virginia - Brandon Ave UC Housing (MD17-032) KBE Building Corporation and any other entities as so named by the owner are named as additional insureds. All policies (including primary, excess and/or umbrella) must provide that coverage shall be primary and non-contributory to any insurance maintained by the Construction Manager or additional insured. Additional Insureds are covered on a Primary and Non-contributing basis on the General Liability (ISO endorsement CG 20 10-11/85 or its equivalent), Automobile and Excess/Umbrella Liability Policies. Waiver of Subrogation in favor of Certificate Holders applies to all policies.</p> <p>Workers' Compensation and General Liability apply offsite. Automobile coverage applies to onsite and offsite operations.</p>																	
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>													
KBE Building Corporation c/o Aon Risk Solutions <b>KBE CCIP CUSTOMER #980000047730</b> Email: <a href="mailto:acs.construction@aon.com">acs.construction@aon.com</a> Fax # 800-363-6695				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.													
				AUTHORIZED REPRESENTATIVE													

Sample Covered Parties Certificate of Insurance **FOR SUBCONTRACTS UNDER \$100,000**


<h2 style="margin: 0;">CERTIFICATE OF LIABILITY INSURANCE</h2>		DATE (MM/DD/YYYY)					
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER		CONTACT NAME: PHONE (A/C, No, Ext): <span style="float: right;">FAX (A/C, No):</span> E-MAIL ADDRESS:					
INSURED		INSURER(S) AFFORDING COVERAGE					
		INSURER A :					
		INSURER B :					
		INSURER C :					
		INSURER D :					
		INSURER E :					
INSURER F :		NAIC #					
Sample Certificate for Sample Certificate for Enrolled Parties MINIMUM Required Insurance for subcontracts <b>UNDER \$100,000</b>							
<b>COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:</b>							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X				Per Claim/Occ \$ 1,000,000 General Agg \$ 2,000,000 Prod & Comp Opp Agg \$ 2,000,000 Personal & Adv. Injury \$ 1,000,000 Fire Damage Medical Expense
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X				Combined Single Limit \$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X	X				Each Occurrence \$ 1,000,000 Aggregate \$ 1,000,000
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Sample Excluded Parties Certificate of Insurance **FOR SUBCONTRACTS OVER \$100,000**

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			INSURER D:			
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COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
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A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	X	X			
	Each Occurrence \$ 5,000,000 Aggregate \$ 5,000,000					
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X			
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<b>A Contractor's Equipment Floater</b> <span style="float: right;">\$Value equal to contractor's equipment onsite</span>						
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Sample Excluded Parties Certificate of Insurance **FOR SUBCONTRACTS UNDER \$100,000**

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<b>ALL COVERAGES LISTED APPLY ONSITE FOR ALL OPERATIONS OF THE INSURED.</b>																												
CERTIFICATE HOLDER				CANCELLATION																								
KBE Building Corporation c/o Aon Risk Solutions <b>KBE CCIP CUSTOMER #980000047730</b> Email: <a href="mailto:acs.construction@aon.com">acs.construction@aon.com</a> Fax # 800-363-6695				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.																								
				AUTHORIZED REPRESENTATIVE																								

**NON-UNION LABOR RATES FORM – RETURN TO KBE**

Hourly Payroll Classifications – Complete and provide to KBE with your bid – NOTE: as a CCIP participant, your insurance costs line items are “zero”. Copy this form as needed.

<b>Subcontractor Name:</b>			
<b>Burden Item</b>	<b>Rate</b>	<b>Additional Burden \$</b>	<b>Documentation Required</b>
Hourly Base Rate			
FICA			None
Medicare			None
FUTA			None
SUTA			Letter from State
Workers Compensation			If enrolled in the KBE CCIP, this line item is “\$0”
Liability Insurances			If enrolled in the KBE CCIP, this line item is “\$0”
Additional Charges (detail)			
Hourly Total Burden Amount			
All Rates are subject to audit.			

Any and all calculations and other supporting documentation to support the above costs is attached hereto.

**UNION LABOR RATES FORM – RETURN TO KBE**  
**UPON REQUEST – THIS FORM IS AVAILABLE IN EXCEL**  
 Hourly Payroll Classifications

Subcontractor Name:

Local Union:

Location:

Effective:

Craft:

Title:

Expires:

Item DescriptionStraight TimeTime and HalfDouble Time

1. Hourly Rate \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

2. Union BenefitsPercentage

Welfare

Pension

Annuity

Education &amp; Bldg

Industry

Labor Mgmt Trust

Impact Fund

Compliance Officer

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Total Union Benefits

3. Payroll TaxesPercentage

FICA

FUTA

SUI

4. \_\_\_\_\_

4. Workers' Compensation \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

5. \_\_\_\_\_

5. Insurance

G/L Insurance

Umbrella Insurance

6. **Total Hourly Rate** \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

7. Premium Portion of Overtime \$ \_\_\_\_\_ \$ \_\_\_\_\_

8. Mark Up

Overhead

Profit

**Totals + Mark Up**

All Rates are subject to audit.

**DGS-30-076**

(Rev. 05/02)

**CO-9a**

Page 1 of 1

# **COMMONWEALTH OF VIRGINIA WORKERS' COMPENSATION**

## **Certificate of Coverage**

Section 2.2-4332, Code of Virginia, requires construction contractors and subcontractors to obtain and maintain workers' compensation insurance while performing work on behalf of the Commonwealth of Virginia, its departments, institutions, or agencies. This same requirement applies on behalf of local governments.

Evidence of coverage must be provided prior to commencement of Work.

This form must be completed and returned to the organization contracting the Work.

The undersigned organization stipulates that it:

- A. has workers' compensation insurance and is in compliance with the Workers' Compensation statutes of the Commonwealth of Virginia. ☐ Yes ☐ No  
Insurance Company \_\_\_\_\_  
Policy expiration date \_\_\_\_\_
- B. is self insured for workers' compensation. ☐ Yes

Title of Construction Contract: \_\_\_\_\_

\_\_\_\_\_

Contract Number: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Form **W-9**  
(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

AFFIDAVIT AND CERTIFICATION OF WORKER ELIGIBILITY

Project: Brandon Avenue New Upper Class Housing at UVA - Charlottesville, Virginia 17058M-01  
(the "Project")

Under penalty of perjury, the undersigned does solemnly, swear, depose and say:

1. I am over eighteen years of age and understand the meaning of the oath.
2. My title and employer ("Employer") are fully and accurately set forth below under my signature.
3. I have full knowledge and authority to speak on behalf of the Employer regarding the matters in this Affidavit.
4. The Employer has entered into an agreement (the "Subcontract Agreement") with KBE Building Corporation ("General Contractor") to perform work or services in connection with the Project.
5. The Subcontract Agreement requires the Employer to comply with all applicable federal, state and local employment laws, rules and regulations, including the Immigration Reform and Control Act ("IRCA"), with respect to hiring employees and payment of wages and benefits.
6. I understand that the IRCA and its amendments seek to control illegal immigration. I also understand that the IRCA and its amendments make it illegal for an employer either directly or indirectly to hire a person who is not authorized to work in the United States.
7. I understand that the IRCA requires employees to show proof of their eligibility to work and requires employees and employers, including Employer, to complete an Employment Eligibility Verification Form (I-9). I also understand that employers are required to verify the employment eligibility of each employee and carefully review the documents submitted by the employee.
8. The Employer has completed I-9 forms for all of Employer's employees. Each I-9 has been reviewed and verified by the Employer's appropriate human resources personnel and each I-9 has been retained by the Employer. The review, verification and retention of the I-9s comply with the rules and regulations of the U.S. Department of Homeland Security ("Homeland Security").
9. The Employer will only assign employees to the Project on behalf of Employer whose work eligibility has been fully verified and documented with a valid I-9 that complies with the rules and regulations of Homeland Security, and Employer will not assign any other employee or person to perform work on the Project.
10. The Employer has not hired, and will not hire, any individual independent contractors on the Project other than legitimate sub-subcontractor business entities disclosed in writing to, and approved by, General Contractor. Employer confirms that any such sub-subcontractors shall meet the Internal Revenue Service standards for independent contractors, and Employer, upon request, will obtain confirmation of compliance by a professional Certified Public Accountant.
11. Employer shall ensure that any sub-subcontractors retained by Employer on the Project shall be equally in compliance with the requirements set forth in this Affidavit, and shall provide all evidence and paperwork reasonably requested by General Contractor to substantiate compliance by Subcontractor and its Sub-Subcontractors with these requirements set forth in this affidavit.



AFFIDAVIT AND CERTIFICATION OF WORKER ELIGIBILITY (Continued)

12. Employer agrees to defend, indemnify and hold harmless General Contractor and the Project Owner from and against any and all claims, losses, liabilities or damages, including reasonable attorney fees, relating to or arising from Employer's actual or alleged failure to comply with the requirements set forth in this Affidavit.

13. This Affidavit shall amend the Subcontract Agreement and become an enforceable part thereof.

Sworn to be true to the best of my knowledge and belief, subject to the penalties of false statement.

Brandon Avenue New Upper Class Housing at UVA - Charlottesville, Virginia (17058M-01)

\_\_\_\_\_  
*Subcontractor Company Name*

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Printed Name and Title*

Bond No:\_\_\_\_\_

SUBCONTRACT LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS; that

SUBCONTRACTOR \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

as principal (the “Subcontractor”), and

SURETY \_\_\_\_\_  
\_\_\_\_\_

as Surety (the “Surety”), are held and firmly bound unto

KBE BUILDING CORPORATION as Obligee (the “Obligee”) in the sum of  
\_\_\_\_\_  
(\$\_\_\_\_\_) DOLLARS (the “Subcontract Price”), for the payment of  
which the Subcontractor and Surety bind themselves, their respective heirs,  
administrators, executors, successors and assigns, jointly and severally, firmly to the  
obligations of this Labor and Material Payment Bond (“Payment Bond”).

WHEREAS, Subcontractor has by written agreement dated\_\_\_\_\_entered into  
a subcontract (the “Subcontract”) with Obligee for the performance of certain work  
(“Subcontract Work”) for a construction project known as \_\_\_\_\_  
(the “Project”).

NOW THEREFORE, Surety and Subcontractor agree to be bound as follows:

1. If Subcontractor shall promptly make payment to all claimants as hereinafter defined,  
for all labor and material used or reasonably required for use in the performance of the  
Subcontract, then this obligation shall be void; otherwise it shall remain in full force and  
effect.

2. A "Claimant" is defined as one supplying labor, material, or both, used or reasonably required for use in the performance of the Subcontract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment directly applicable to the Subcontract. Although possessing the right to file a lien or statutory bond claim is not required to meet the definition of Claimant under this Payment Bond, Claimant is further defined as anyone possessing a right to file a lien or statutory bond claim on the Project arising out of the Subcontract Work.

3. No change, extension of time, alteration, addition, deletion, amendment or other modification of the terms of either the said Subcontract or the Prime Contract between Oblige and the Project Owner, or both, or in the said work to be performed, or in the specifications, or in the plans shall in any way negatively affect the obligations due under this Bond; and the Surety does hereby waive notice of any such changes, extensions of time, alternations, additions, deletions, amendments, and other modifications. In the event of any change that increases the contract price set forth in the Subcontract, the penal sum of this Bond shall increase in the amount of such change without obtaining surety's consent, up to a maximum increase of ten percent (10%) of the original amount of this Bond.

4. The Subcontractor and Surety hereby jointly and severally agree that every Claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this Payment Bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Oblige shall not be liable for the payment or any costs or expenses of or related to any such suit.

5. No suit or action shall be commenced hereunder by any Claimant:

- a. After the expiration of twenty-five (25) months from the date on which final payment becomes due to the Claimant.
- b. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere, unless provided otherwise in the Subcontract, which Subcontract terms shall control in the event of conflict or inconsistency.

6. The amount of this Payment Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

IN WITNESS WHEREOF, the Subcontractor and Surety have hereunto caused this Payment Bond to be duly executed and acknowledged as set forth below this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
(Name of Subcontractor)

ATTEST:

By \_\_\_\_\_  
(Officer)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_, Surety  
(Name of Surety)

(Corporate Seal)

ATTEST:

By \_\_\_\_\_  
(Attorney-in-fact)

\_\_\_\_\_  
(Name)

Bond No: \_\_\_\_\_

SUBCONTRACT PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS; that

SUBCONTRACTOR \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

as principal (the "Subcontractor" or "Principal") and \_\_\_\_\_  
as surety (the "Surety"), are held and firmly bound unto KBE BUILDING  
CORPORATION as obligee (the "Obligee") in the penal sum of  
\_\_\_\_\_  
(\$ \_\_\_\_\_) DOLLARS (the "Subcontract Price"), for the payment of which  
the Subcontractor and Surety bind themselves, and their respective heirs, administrators,  
executors, successors and assigns, jointly and severally, firmly to the obligations of this  
Subcontractor Performance Bond ("Bond").

WHEREAS, Subcontractor has by written agreement dated \_\_\_\_\_ entered  
into a subcontract with Obligee for the performance of certain work (the "Subcontract"),  
which Subcontract is by reference hereby incorporated into and made an integral part  
hereof, at the project known as \_\_\_\_\_  
(the "Project").

NOW THEREFORE, the condition of this Bond is that if Subcontractor shall promptly  
and faithfully perform the terms and conditions of said Subcontract, then the obligations  
of this Bond shall be null and void; otherwise the obligations shall remain in full force  
and effect, and at all times subject to the following conditions:

1. Whenever Subcontractor shall be declared to be in default by Obligee and  
Subcontractor's rights under the Subcontract terminated, the Surety shall promptly  
respond as follows:
  - a. Complete the Subcontract Work in accordance with the Subcontract terms  
and conditions; or
  - b. Obtain bids or offers from contractors acceptable to Obligee for  
completing the Subcontract in accordance with its terms and conditions,  
and upon determination by Obligee and the Surety jointly of the lowest  
responsible bidder or offeror, arrange for a subcontract between such  
completion contractor and the Obligee, and arrange for new performance

and payment bonds for such completion contractor from a surety acceptable to the Obligee. Upon acceptance of the completion contractor by the Obligee, the Surety shall pay to the Obligee the difference between the cost to complete the Subcontract work and the balance of the Subcontract Price, including the cost of obtaining new performance and payments bond; or

- c. Tender to Obligee the penal sum of the Bond; or
  - d. Having made an independent investigation of the facts and circumstances of the alleged default, deny its liability in whole or in part and notify and explain to the Obligee in writing the reasons why the Surety believes it does not have liability for the default.
2. Upon the issuance of written notice by Surety to Obligee of Surety's commitment to remedy the default through one of the options set forth in Subparagraph 1(a), 1(b) or 1(c);
- a. Subject to Obligee's rights under the Subcontract, Obligee shall make the balance of the Subcontract Price available as the Subcontract work progresses;
  - b. The term "balance of the Subcontract Price" as used herein means the amount of the Subcontract Price, including any written amendments issued thereto prior to the declaration of default, less the amount paid by Obligee to Subcontractor in accordance with the terms of the Subcontract; less any back charges authorized by the Subcontract, and less any other amounts for which Surety is liable under this Bond.
  - c. The Surety shall be liable for:
    - i. The responsibilities of the Subcontractor for correction of defective work and completion of the Subcontract Work in accordance with the Subcontract. Surety shall pay Obligee for the costs incurred by the Obligee in correcting or performing Subcontractor's Work, or arranging for such correction of Subcontractor's performance, after the Obligee's declaration of default and prior to Surety remedying the default.
    - ii. The responsibilities of the Subcontractor for additional legal and design professional costs resulting or arising from the Subcontractor's default, or resulting or arising from the actions or failure to act of the Surety under Paragraph 2 herein.
    - iii. The responsibilities of the Subcontractor for liquidated damages, or if no liquidated damages are specified in the Subcontract, actual damages caused by the delayed performance or non-performance of the Subcontractor.



3. Surety agrees to pay Obligee its reasonable attorney's fees, expenses and costs in the event that suit on this Bond is commenced and successfully prosecuted by Obligee, and any such amounts shall be in addition to, not a part of, the penal sum of this Bond.

4. No change, extension of time, alteration, addition, deletion, amendment or other modification of the terms of either the said Subcontract or the Prime Contract between Obligee and the Project Owner, or both, or in the said work to be performed, or in the specifications, or in the plans shall in any way negatively affect the obligations due under this Bond; and the Surety does hereby waive notice of any such changes, extensions of time, alternations, additions, deletions, amendments, and other modifications. In the event of any change that increases the contract price set forth in the Subcontract, the penal sum of this Bond shall increase in the amount of such change without obtaining surety's consent, up to a maximum increase of ten percent (10%) of the original amount of this Bond.

5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than Obligee or its heirs, executors, administrators, assigns or successors.

IN WITNESS WHEREOF, the Subcontractor and Surety have hereunto caused this Bond to be duly executed and acknowledged as set forth below this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
(Name of Subcontractor)

ATTEST:

By \_\_\_\_\_  
(Officer)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name/Title)

(Corporate Seal)

\_\_\_\_\_, Surety  
(Name of Surety)

ATTEST:

\_\_\_\_\_  
(Name)

By \_\_\_\_\_  
(Attorney-in-fact)



*(Please return this completed sheet with contract)*

CONTACT SHEET FOR: BRANDON AVENUE NEW UPPER CLASS HOUSING AT UVA /  
Charlottesville, VA 17058M-01

COMPANY NAME

(Use complete legal name. Must match exactly on all docs including but not limited to, contract or purchase order, insurance, lien waivers, etc. This will also be the name used to remit payment to.)

MAILING ADDRESS

(To be used for contract documentation, submittals, etc.)

Street

City, State, Zip

REMITTANCE ADDRESS

(If different than above)

Street/P.O. Box

City, State, Zip

PROJECT MANAGER

(Or main contact)

Name

Phone Ext.

Fax

Email

Cell

Emergency/ Night

SAFETY CONTACT

(If other than Foreman)

Name

Phone Ext.

Fax

Email

Cell

Emergency/ Night

ON SITE FOREMAN

Name

Cell

Emergency/ Night

INSURANCE/ADMINISTRATIVE

Name

Phone Ext.

Fax

Email

ACCOUNTING

Name

Phone Ext.

Fax

Email

CERTIFIED PAYROLLS

Name

Phone Ext.

Fax

Email

*Are you interested in electronic billing?*        Yes        No

## SUBCONTRACTOR ESTIMATE FOR CHANGE ORDER

HECO-SC-1

Revised: 10/03/2013

Project Code:  
Agency:  
Project:

General Contractor:  
Subcontractor:  
Subcontractor Trade:

Qty Units Table		
C	=	100
E	=	1
M	=	1,000

Change Description:

SUBCONTRACTOR DIRECT COSTS												
Scope Description				Direct Labor				Direct Material			Direct Equipment	
Item No.	Description	Quantity	Qty Units	Direct Labor Hours Per Unit	Total Direct Labor Hours	Hourly Wage Rate (Fully Loaded)	Total Labor Cost	Material Cost Per Unit	Total Material Cost	Equipment Cost Per Unit	Total Equipment Cost	
A	B	C	D	E	F = C x E	G	H = F x G	I	J = C x I	K	L = C x K	
1.01			E		0.00		\$0.00		\$0.00		\$0.00	
1.02			E		0.00		\$0.00		\$0.00		\$0.00	
1.03			E		0.00		\$0.00		\$0.00		\$0.00	
1.04			E		0.00		\$0.00		\$0.00		\$0.00	
1.05			E		0.00		\$0.00		\$0.00		\$0.00	
1.06			E		0.00		\$0.00		\$0.00		\$0.00	
1.07			E		0.00		\$0.00		\$0.00		\$0.00	
1.08			E		0.00		\$0.00		\$0.00		\$0.00	
1.09	Subtotal from Estimate Continuation Sheets											
1.97	Subtotal (S/T) Direct Costs:											
1.98												
1.99	Total Direct Costs											
				Total Labor				Subtotal Mat'l		Subtotal Equip.		
								Sales Tax		Sales Tax		
								5.3%		5.3%		
								\$0.00		\$0.00		
								\$0.00		\$0.00		
								\$0.00		\$0.00		
								\$0.00		\$0.00		
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								\$0.00		\$0.00		
								\$0.00				

# ESTIMATE CONTINUATION SHEET

**(( Attach to Form GC-1, SC-1, or SS-1 as necessary for continuation of the direct cost estimates. ))**

Project Code: 0 Performing Contractor: 0

Agency: 0

Project: 0

**Change Description:** 0

[illegible]

SUB-SUBCONTRACTOR ESTIMATE FOR CHANGE ORDER

HECO-SS-1

Revised: 10/03/2013

Project Code:

Agency:

Project:

General Contractor:

Subcontractor:

Sub-Subcontractor Trade:

Change Description:

Qty Units Table		
C	=	100
E	=	1
M	=	1,000

SUB-SUBCONTRACTOR DIRECT COSTS											
Scope Description			Direct Labor				Direct Material		Direct Equipment		
Item No.	Description	Quantity	Qty Units	Direct Labor Hours Per Unit	Total Direct Labor Hours	Hourly Wage Rate (Fully Loaded)	Total Labor Cost	Material Cost Per Unit	Total Material Cost	Equipment Cost Per Unit	Total Equipment Cost
A	B	C	D	E	F = C x E	G	H = F x G	I	J = C x I	K	L = C x K
1.01			E		0.00		\$0.00		\$0.00		\$0.00
1.02			E		0.00		\$0.00		\$0.00		\$0.00
1.03			E		0.00		\$0.00		\$0.00		\$0.00
1.04			E		0.00		\$0.00		\$0.00		\$0.00
1.05			E		0.00		\$0.00		\$0.00		\$0.00
1.06			E		0.00		\$0.00		\$0.00		\$0.00
1.07			E		0.00		\$0.00		\$0.00		\$0.00
1.08			E		0.00		\$0.00		\$0.00		\$0.00
1.09	Subtotal from Estimate Continuation Sheets										
1.97	Subtotal (S/T) Direct Costs:										
1.98											
1.99	Total Direct Costs										

SUMMARY		
Item No.	Description	Total Cost
3.01	Total Direct Labor Cost	\$0.00
3.02	Total Direct Material Cost	\$0.00
3.03	Total Equipment Cost	\$0.00
3.04	Subtotal	\$0.00
3.05	Overhead and Profit* (%)	\$0.00
3.99	Total Sub-Subcontractor	\$0.00

Submitted By

Name:

Signature:

Title:

Date:

Note: Mark-up is capped in conformance with the provisions of the General Conditions (CO-7).  
\*Limited to 15% on self-performed work. See the tab "Mark-up limitations" for a more detailed description.

# ESTIMATE CONTINUATION SHEET

**(Attach to Form GC-1, SC-1, or SS-1 as necessary for continuation of the direct cost estimates.)**

Project Code: 0 Performing Contractor: 0

Agency: 0

Project: 0

**Change Description:** 0

[illegible]

This form is to be completed by each Subcontractor and turned into KBE Project Superintendent on a weekly basis.

KBE BUILDING CORPORATION  
SUBCONTRACTORS' WEEKLY SAFETY REPORT

PROJECT NAME: Brandon Avenue New Upper Class Housing at UVA - Charlottesville, VA DATE: \_\_\_\_\_

PROJECT # 17058M-01 SUBCONTRACTOR: \_\_\_\_\_

A safety meeting was held to support safe work conditions for all personnel on the above referenced job site.

1. Equipment (listed below) was checked and found to be in proper working condition.

_____Extension Cords	_____Power Tools	_____Fall Protection Equipment
_____Hand Tools	_____Drop Lights	_____Bakers
_____Ladders	_____Scaffolding	_____Miscellaneous/Others

Tag all defective equipment immediately and notify the job foreman of any needed repairs.

2. Safety Meeting Topic:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Person Conducting Meeting: \_\_\_\_\_

4. Those in attendance:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Distribution: KBE Safety Officer  
KBE Main Office File  
Field File





BUILDING EXCELLENCE TOGETHER

CONSTRUCTION MANAGER // DESIGN-BUILDER // GENERAL CONTRACTOR

## **Notice to Subcontractors (Outreach & Recruitment)**

KBE Building Corporation is a federal contractor obliged to take affirmative action to employ women, minorities, individuals with disabilities, and protected veterans. KBE is also required to inform those with whom it conducts business that they, too, may have such obligations.

You should know that, by operation of the law, as well as by this notification, the Equal Employment Opportunity Clause required under Executive Order 11246, (41 CFR 60-1.4), the affirmative action commitment for protected veterans set forth in [41 CFR 60-300.44(f)(1)(ii)], the affirmative action requirements for individuals with disabilities set forth in Section 503 of The Rehabilitation Act of 1973 [41 CFR 60-741.44(f)(1)(ii)], and the related regulations of Secretary of Labor, (41 CFR Chapter 60), are incorporated in all of our contractual relationships with you and others.

This notification does not necessarily mean that your business has any or all of the affirmative action obligations referenced above. This will depend on a number of factors, including the dollar amount of our transaction(s) and the size of your workforce. This provides that if the laws' judicial requirements are met, you will abide by any and all of your affirmative action responsibilities. The government agency required that we maintain this type of documentation to show that KBE Building is in compliance with the law itself.

Thank you for your cooperation. If you have any questions, please call.

Sincerely,

A handwritten signature in black ink that reads "Andrea Comstock-Tague". The signature is written in a cursive, flowing style.

Andrea Comstock-Tague  
VP, HR & AA/EEO Officer  
860-284-7651

## PAYMENT INSTRUCTIONS FOR CONTRACTS

- 1) GENERAL REQUIREMENTS: Please follow the requirements listed below. We will not be able to process requisitions unless the instructions herein are followed and the proper forms are used. These instructions provide the critical details of the requirements of your Subcontract. Notwithstanding these instructions, the provisions of your Subcontract govern.
  - A) If your Subcontract is for \$100,000 or more, you must process your requisition through GCPay.com (Automated Subcontract Management for the Construction Industry). Please refer to the enclosed GC Pay Memorandum regarding access to, and processing of your requisition. If your Subcontract is under \$100,000, submit your requisition/invoice manually. All criteria herein applies to the processing of any requisition/invoice.
  - B) An original or electronic requisition must be received in our main office no later than the 20th of each month for work performed through the 20th. Do not project your billing through the end of the month. All Subcontractor forms must be originals; do not send faxes.
  - C) To avoid payment delays, please include task codes per a Schedule of Values approved by the Prj. Manager, including a line item break out each for Closeout and Cleanup, and please make certain that the project name and number, as well as your contract number, are on your requisition.
  - D) Subcontractor must meet all state and local sales tax requirements as required by your Subcontract. The statement "All Applicable Taxes are Included" must be on your requisition/invoice.
  - E) Unless you obtain prior approval, you cannot bill for materials stored offsite. Contact the Project Manager for approval and the required forms.
  - F) All submittals and Operation and Maintenance Manuals for materials being invoiced must be received prior to invoice approval and payment.
  
- 2) PARTIAL PAYMENT REQUIREMENTS: (For EACH requisition submitted)
  - A) Signed and fully executed contract (this should already be on file).
  - B) Current insurance certificate (this should already be on file).
  - C) W-9 Request For Taxpayer ID # (this should already be on file).
  - D) Affidavit and Certification of Worker Eligibility (this should already be on file).
  - E) Manual payment requests must be submitted on an AIA format (Sample Attached), including a contract breakout as referenced in 1.C above, and also identifying the following:
    - 1) Original Contract Amount
    - 2) Change Orders
    - 3) Total Completed And Stored To Date
    - 4) Previous Billings
    - 5) Current Billing
    - 6) Retainage
  - F) "Periodic Release And Waiver of Claims", signed and notarized from you (form attached).
  - G) If your Subcontract is for \$100,000 or more, submit a "Subcontractor's Sub/Sub And Material Supplier Disclosure Affidavit", updated with each requisition (blank form attached – 2 pgs.)
    - 1) Submit a signed and notarized "Sub-Subcontractor/Supplier Periodic Release And Waiver of Claims" from each Subcontractor and/or each Supplier that you list on the Affidavit with a contract value of \$15,000 or more (form attached). Please be advised that the Project Manager may request additional Sub/Sub and/or supplier waivers as they deem necessary.
  
- 3) FINAL PAYMENT REQUIREMENTS:
  - A) Final and/or separate requisition to request retainage, using AIA or similar format.
  - B) FINAL Lien Waivers, signed and notarized as below:
    - 1) "Final Release And Waiver of Claims" from you (form attached).
    - 2) If your Subcontract is for \$100,000 or more, submit a "Sub-Subcontractor/Supplier Final Release And Waiver of Claims", from each of your Subs and/or Suppliers listed on your Sub-Sub/Supplier Disclosure Affidavit with a contract value of \$15,000 or more (form attached). Please be advised that the Project Manager may request additional Sub/Sub and/or supplier waivers as they deem necessary.
  - C) Closeout documents as outlined in Item #3 of the "Administration & Field Requirements" section of this package.



CONSTRUCTION MANAGER // DESIGN-BUILDER // GENERAL CONTRACTOR

#### GC PAY MEMORANDUM

During this project subcontractors of KBE Building Corporation will be using GCPay.com to process invoices and related items.

We will notify you by email to register in GCPay.com, and following your registration you will have access to the project information. If you already are registered in GCPay.com, we will notify you by email that your project information is accessible to you.

Because it is a web-based system, you will be able to access GCPay.com from any device available to you, including a computer, tablet or smart phone. There will be an administrative set-up fee of \$250.00 per subcontract for this service.

Once registered, you will be processing the following items in GCPay.com:

**Schedule of Values.** We will provide you with the total amount of the contract and you will submit line item details of that amount for review and approval by our project managers. The line items can be keyed in manually or you can upload an Excel spreadsheet.

**Change Orders.** Approved change orders will be added to your Schedule of Values as a separate line item throughout the project. Your invoices will include these approved change orders.

**Compliance Documentation.** You will have access to a list of required compliance items and you will provide compliance documentation to us via document upload, email or fax. If a compliance item is due to expire, you will be notified via email 30 days prior to expiration.

**Applications for Payment.** You will submit invoices to us on a monthly basis and we will notify you via email one week in advance of the deadline for submitting your invoice. When invoicing you also will be required to list the contractors and vendors working for you on this project, and provide certain information about those companies, including contract amount and current amount paid to them during the month.

**Lien Waivers.** You will be provided with lien waivers at appropriate times throughout the project. These will be emailed to you and you also will have access to all lien waivers in GCPay.com.

GCPay.com offers 24/7/365 support (English and Spanish) by its company employees in the U.S. For support please contact GCPay.com at (877) 447-2584 or [info@gcpay.com](mailto:info@gcpay.com).

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:

PROJECT:

APPLICATION NO:

Distribution to:

☐ OWNER

☐ ARCHITECT

☐ CONTRACTOR

☐

☐

☐

FROM CONTRACTOR:

VIA ARCHITECT:

APPLICATION DATE

PERIOD TO:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due All applicable sales and use tax is included.

1. ORIGINAL CONTRACT SUM  
\$ 0.00
2. Net change by Change Orders  
\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)  
\$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)  
\$ 0.00

5. RETAINAGE:

- a. % of Completed Work  
(Column D + E on G703) \$ 0.00
- b. % of Stored Material  
(Column F on G703) \$
- Total Retainage (Lines 5a + 5b or

6. TOTAL EARNED LESS RETAINAGE  
\$ 0.00
- \$ 0.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE  
\$ 0.00
- \$ 0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE  
\$
- (Line 3 less Line 6)  
\$ 0.00

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....\$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

## AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO:  
APPLICATION DATE:

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

[illegible]

**Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity**



## PERIODIC RELEASE AND WAIVER OF CLAIMS

Project Description: 17058M-01 BRANDON AVENUE NEW UPPER CLASS HOUSING AT UVA - CHARLOTTESVILLE, VIRGINIA

Total Payments Received from KBE Building Corporation for work covering the month of \_\_\_\_\_, 20\_\_\_\_ is \$ \_\_\_\_\_.

The Undersigned Subcontractor (hereinafter "Subcontractor") and/or Supplier (hereinafter "Supplier") acknowledges receipt of the amount set forth above as payments received for the period indicated and waives and releases any claim, mechanic's lien and claim of lien which it may now have upon the land and improvements described above in the Project Description, or against KBE Building Corporation or the Project Owner, arising out of or relating to Subcontractor's/Supplier's work pursued and materials supplied through, and including, the period indicated above. The Subcontractor/Supplier warrants that it has not and will not assign any claims for payment or right to perfect a lien against such land and improvements and warrants that it has the right to execute this waiver and release, contingent upon receiving said payment.

The Subcontractor/Supplier does hereby warrant and certify that it has made full payment of any amounts due or claimed to be due up to and through the period covered by KBE Building Corporation's last payment to Subcontractor/Supplier dated \_\_\_\_\_ for work and materials supplied for the month of \_\_\_\_\_, 20\_\_\_\_ to any person or entity who has supplied materials or labor to it. Pursuant to contract or otherwise, for the purpose of constructing, raising, removing, repairing, or otherwise improving the project described above. The Subcontractor does further warrant that all past due sums for insurance, taxes and Unions Funds (where applicable) have been fully paid and that prevailing wages, if applicable, as set by the State of VIRGINIA Department of Labor, have been paid.

The Subcontractor/Supplier, in addition to the foregoing, does hereby expressly release, waive and relinquish any and all rights or claim the Subcontractor/Supplier may now have against the surety payment bond provided on said Project if any such bond was provided by KBE Building Corporation, as principal, and its surety, arising out of work pursued and materials supplied up to and through the period indicated above.

The Undersigned agrees that the Owner of the Project, any lender, any title insurer, and any surety may rely upon this waiver. The Undersigned also acknowledges that KBE Building Corporation relies on this affidavit in making payment to the Undersigned.

WITNESS the signature and seal of the undersigned as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
COMPANY NAME (Print or type)

\_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_  
(Print or type name)

ITS: \_\_\_\_\_  
(Corporate Officer or Owner or Authorized Individual)  
(Print or type title)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**SUBCONTRACTOR'S SUB-SUB AND MATERIAL  
SUPPLIER DISCLOSURE AFFIDAVIT**

Req. #: \_\_\_\_\_

Period thru: \_\_\_\_\_

I \_\_\_\_\_, do hereby depose and state as follows:

1. I am \_\_\_\_\_ (officer/principal) of \_\_\_\_\_, ("Subcontractor") with an office and principle place of business at \_\_\_\_\_, in \_\_\_\_\_.

2. Under the pains and penalties of perjury, I am providing the following full and complete disclosure of information relating to work performed by Subcontractor on a project known as Brandon Avenue New Upper Class Housing at UVA (17058M-01) ("Project") located at 600 Brandon Avenue, Charlottesville, Virginia and pursuant to a subcontract agreement between KBE Building Corporation and Subcontractor dated \_\_\_\_\_ (the "Subcontract").

3. The following are all of the sub-subcontractors ("S"), vendors ("V"), and independent contractors ("S") (hereafter collectively "Sub-subcontractors") that Subcontractor has hired or utilized or intends to hire or utilize, to provide labor, materials, rentals, or equipment for use on the Project:

NAME / PHONE	TYPE (V/S) circle one	SCOPE OF SERVICE/MATERIAL	CUMULATIVE TOTAL CONTRACT OR PURCHASE PRICE	AMOUNT INCLUDED ON REQ. (*Note 2)	AMOUNT PAID TO DATE (*Note 1)	AMOUNT OF ANY DISPUTED CLAIMS WITH SUB- SUBCONTRACTOR
	V					
	S					
	V					
	S					
	V					
	S					
	V					
	S					
	V					
	S					
	V					
	S					
		Totals				

Additional Sub-subcontractors must be listed on a separate document attached hereto.

4. I certify that all of the labor, material and equipment, provided by the Sub-subcontractors identified in this Affidavit, except as may otherwise be subject to dispute as indicated, was provided to, and incorporated in, the Project, and that no portion of the work, material or equipment was provided for the use and/or benefit of any other project.

\*Note 1 Sub-subcontractor waivers must be provided that agree with this amount if the cumulative total contract or purchase price is greater than or equal to \$15,000.

\*Note 2 This is the amount the Subcontractor has included in the Requisition noted above for the work/services provided by Sub-subcontractor.



SUBCONTRACTOR'S SUB-SUB AND MATERIAL  
SUPPLIER DISCLOSURE AFFIDAVIT

5. The below indicates the status of payments to all applicable labor unions and their corresponding pension/benefits trust funds (hereafter, the "Funds") deriving out of work performed by Subcontractor or its Sub-subcontractors on the Project.

Name of Fund and Contact Information	Status of oldest payments due Fund related to the Project (Circle one)			Amount due fund if > 45 days
	<45 days	≥45 days	≥60 Days	
	<45 days	≥45 days	≥60 Days	
	<45 days	≥45 days	≥60 Days	
Total				

ADD SUPPLEMENTAL PAGES AS NEEDED

6. The undersigned certifies that all employees of the Subcontractor have been fully paid their applicable wages and benefits for work performed by them on the Project to date, and that no wage or benefit payments are outstanding unless specifically listed and identified on an attachment to this Affidavit along with the reasons for any outstanding amounts.

7. Subcontractor is current with payment for all applicable federal and state payroll, income, sales and excise taxes.

8. I am providing the information contained in this affidavit to KBE Building Corporation, at their request, with the intent and understanding that they will rely on this information for purposes of evaluating Subcontractor's compliance with its payment obligations under the Subcontract, as well as the existence of potential mechanic's lien, payment bond claims or other claims for payment by Sub-subcontractors in relation to the Project. I have personal knowledge of the information contained in this affidavit and certify, under oath and the pains and penalties of perjury, that the information is complete, true and accurate.

By: \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

\_\_\_\_\_  
(type or print name)

IN WITNESS WHEREOF, I have confirmed the identity of the above signed, duly authorized officer and authorized representative of Subcontractor, who has both personally and on behalf of Subcontractor hereunto subscribed and sworn to the foregoing statements and has hereunto set his/her hand on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Signed and sworn in the presence of:

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

SUB-SUBCONTRACTOR / SUPPLIER PERIODIC RELEASE AND WAIVER OF CLAIMS

Project Description: 17058M-01 BRANDON AVENUE NEW UPPER CLASS HOUSING AT UVA -  
CHARLOTTESVILLE, VIRGINIA

Total Payment Received from \_\_\_\_\_ (hereinafter  
 "Subcontractor") for labor or materials supplied up to and through \_\_\_\_\_, 20\_\_\_\_ is \$\_\_\_\_\_  
 \_\_\_\_\_. Contract balance for this project after receipt of payment is \$ \_\_\_\_\_.

The Undersigned Sub-subcontractor (hereinafter "Sub-subcontractor") and/or Supplier (hereinafter Supplier acknowledges receipt of the amount set forth above as payments received for the period indicated and waives and releases any claim, mechanic's lien and claim of lien which it may now have upon the land and improvements described above in the Project Description, or against KBE Building Corporation, Subcontractor or the Project Owner, arising out of or relating to Sub-Subcontractor/Supplier's work pursued and materials supplied up to and through, the period indicated above. The Sub-subcontractor/Supplier warrants that it has not and will not assign any claims for payment or right to perfect a lien against such land and improvements and warrants that it has the right to execute this waiver and release.

The Sub-subcontractor/Supplier does hereby warrant and certify that it has made full payment of any amounts due or claimed to be due up to and through the period covered by Subcontractor's last payment to Sub-subcontractor/Supplier dated \_\_\_\_\_ for work and materials supplied for the month of \_\_\_\_\_, 20\_\_\_\_ to any person or entity who has supplied materials or labor to it, pursuant to contract or otherwise, for the purpose of constructing, raising, removing, repairing, or otherwise improving the Project described above. The Sub-subcontractor/Supplier does further warrant that all past due sums for insurance, taxes and Union Funds (where applicable) have been fully paid and that prevailing wages, if applicable, as set by the State of VIRGINIA Department of Labor, have been paid.

The Sub-subcontractor/Supplier, in addition to the foregoing, does hereby expressly release, waive and relinquish any and all rights or claim the Sub-subcontractor/Supplier may now have against the surety payment bond provided on said Project if any such bond was provided by KBE Building Corporation as principal, and its surety, arising out of work pursued and materials supplied up to and through the period indicated above.

The undersigned agrees that KBE Building Corporation, the Owner of the Project, any lender, any title insurer, and any surety may rely upon this waiver. The undersigned also acknowledges that Subcontractor relies on this affidavit in making payment to the Undersigned.

WITNESS the signature and seal of the undersigned as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 COMPANY NAME (Print or type)

\_\_\_\_\_  
 SIGNATURE

BY: \_\_\_\_\_  
 (Print or type title)

ITS: \_\_\_\_\_  
 (Corporate Officer or Owner or Authorized Individual)  
 (Print or type title)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

FINAL RELEASE AND WAIVER OF CLAIMS

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,

GREETING: KNOW YE, that \_\_\_\_\_ ("the Undersigned")  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,  
with an office and principal place of business in \_\_\_\_\_, for and in consideration of  
the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America and other good and lawful consideration to it in  
hand paid by KBE Building Corporation, Inc. ("KBE"), a corporation organized and existing under the laws of the State of  
Connecticut, the receipt whereof is hereby acknowledged, has remised, released and forever discharged, and by these presents  
does for itself and its successors, remise, release and forever discharge the said KBE and its surety (in the event a payment  
bond has been provided), the Project Owner, any lender, any title insurer, and their successors, heirs, executors and  
administrators, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of  
money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances,  
trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, in admiralty, or in equity which  
against the said KBE, its surety and Owner said Undersigned ever had, now has or which it or its successors, hereafter can,  
shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of  
the date of these presents in connection with any and all claims of any nature whatsoever arising out of the construction project  
known as BRANDON AVENUE NEW UPPER CLASS HOUSING AT UVA (17058M-01) located at 600 BRANDON  
AVENUE in the City of CHARLOTTESVILLE and that State of VIRGINIA.

FURTHER, and in addition to the foregoing, said Undersigned does hereby forever waive, relinquish and release any  
mechanic's, materialman's or like liens, and all claims of liens it now has, may have or may obtain in the future upon a piece of  
land and all the buildings thereon standing, known as BRANDON AVENUE NEW UPPER CLASS HOUSING AT UVA (17058M-  
01), situated in CHARLOTTESVILLE, VIRGINIA.

FURTHER, and in addition to the foregoing, said Undersigned does hereby expressly release, waive and relinquish any  
and all right or claim it may now have or may hereafter have under the Surety Labor and Material Payment Bond for said project,  
if any such bond was provided by KBE Building Corporation as principal and the surety company.

The Undersigned has not and will not assign any claim against the Company, its sureties, if any, and other guarantors  
on the Bond or other undertaking, if any, nor any lien or right to perfect a lien against the project, and the undersigned has the  
right, power, and authority to execute this Affidavit, Waiver and Release.

The Undersigned warrants that all laborers and subcontractors employed by it, and all suppliers or materialmen from  
which it has acquired materials incorporated in the project and any lien or bond claimant relating to the Undersigned's work have  
been paid in full and that none of such laborers, subcontractors, suppliers, materialmen, or claimants has any claim, demand or  
lien against the project. The Undersigned further warrants that all applicable taxes, fees and benefits relating directly or  
indirectly to the undersigned's work have been paid in full.

No security interest has been given or executed by the undersigned for or in connection with any materials, appliances,  
machinery, fixtures, or furnishings placed upon or installed in the project.

This Affidavit, Waiver or Lien and Release shall be an independent covenant and shall operate and be effective with  
respect to work and labor done and materials furnished and under any supplemental contract or contracts, whether oral or  
written, for extra or additional work on the project and for any further work done or materials furnished at any time with respect to  
the project subsequent to the execution hereof.

This release and waiver may not be changed orally.

IN WITNESS WHEREOF, the Undersigned has caused its corporate seal to be hereunto affixed and these presents to  
be signed by its \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

Signed, sealed and delivered in the presence of:

	_____ Company Name (Print or type)
	_____ Signature
Witness	BY: _____ (Print or type name)
Witness	ITS: _____ (Corporate Officer or Owner or Authorized Individual) (Print or type title)
	_____ (Notary Public)
	My Commission Expires: _____

SUB-SUBCONTRACTOR/SUPPLIER FINAL RELEASE AND WAIVER OF CLAIMS

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,

GREETING: KNOW YE, that \_\_\_\_\_ ("the Undersigned" a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ with an office and principal place of business in \_\_\_\_\_, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America and other good and lawful consideration to it in hand paid by \_\_\_\_\_, (hereinafter "Subcontractor") a corporation organized and existing under the laws of the State of \_\_\_\_\_ with an office and principal place of business in \_\_\_\_\_, and KBE Building Corporation ("KBE"), a Connecticut Corporation, the receipt whereof is hereby acknowledged, has remised, released and forever discharged, and by these presents does for itself and its successors, remise, release and forever discharge the said Subcontractor and the said KBE, the Project Owner, any lender, any title insurer, and their successors, heirs, executors and administrators, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, in admiralty, or in equity which against the said Subcontractor, KBE and Owner said Undersigned ever had, now has or which it or its successors, hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever arising out of the construction project known as BRANDON AVENUE NEW UPPER CLASS HOUSING AT UVA (17058M-01) located at 600 BRANDON AVENUE, in the City of CHARLOTTESVILLE and the State of VIRGINIA.

FURTHER, and in addition to the foregoing, said Undersigned does hereby forever waive, relinquish and release any mechanic's, materialman's or like liens, an all claims of liens it now has, may have or may obtain in the future upon a piece of land and all the buildings therein standing, known as BRANDON AVENUE NEW UPPER CLASS HOUSING AT UVA (17058M-01), situated in CHARLOTTESVILLE, VIRGINIA.

FURTHER, and in addition to the foregoing, said Undersigned does hereby expressly release, waive and relinquish any and all right or claim it may now have or may hereafter have under the Surety Labor and Material Payment Bond for said project, if any such bond was provided by KBE Building Corporation as principal and the surety company.

The Undersigned has not and will not assign any claim against the Company, its sureties, if any, and other guarantors on the Bond or other undertaking, if any, nor any lien or right to perfect a lien against the project, and the undersigned has the right, power, and authority to execute this Affidavit, Waiver and Release.

The Undersigned warrants that all laborers and subcontractors employed by it, and all suppliers or materialmen from which it has acquired materials incorporated in the project and any lien or bond claimant relating to the Undersigned's work have been paid in full and that none of such laborers, subcontractors, suppliers, materialmen, or claimants has any claim, demand or lien against the project. The Undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.

No security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures, or furnishings placed upon or installed in the project.

This Affidavit, Waiver or Lien and Release shall be an independent covenant and shall operate and be effective with respect to work and labor done and materials furnished and under any supplemental contract or contracts, whether oral or written, for extra or additional work on the project and for any further work done or materials furnished at any time with respect to the project subsequent to the execution hereof.

This release and waiver may not be changed orally.

IN WITNESS WHEREOF, the Undersigned has caused its corporate seal to be hereunto affixed and these presents to be signed by its \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed, sealed and delivered in the presence of:

	_____ Company Name (Print or type)
	_____ Signature
Witness _____	BY: _____ (Print or type name)
Witness _____	ITS: _____ (Corporate Officer or Owner or Authorized Individual) (Print or type title)
	_____ (Notary Public)
	My Commission Expires: _____

Activity ID	Activity Name	Orig	Revised	Comp	Dur	Early Start	Early Finish	Late Start	Late Finish	Total Float	Free Float	2020 Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec																																																																																											
UVA Upper Class Housing													438	319	13-Nov-17 A	25-Jul-19	19-Apr-18	25-Jul-19	0	0																																																																																			
Milestones													438	187	13-Nov-17 A	25-Jul-19	19-Apr-18	25-Jul-19	0	0																																																																																			
Milestones													438	187	13-Nov-17 A	25-Jul-19	19-Apr-18	25-Jul-19	0	0																																																																																			
000	Start Procurement	0	0	100%		13-Nov-17 A		19-Apr-18				◆ Start Procurement																																																																																											
003	Notice to Proceed	1	0	100%		08-Dec-17 A		19-Apr-18	19-Apr-18			! Notice to Proceed																																																																																											
075	Building Substantially Dry	0	0	0%							73	0	◆ Building Substantially Dry																																																																																										
260	Permanent Power	0	0	0%							73	0	◆ Permanent Power																																																																																										
230	Ready for HVAC Start Up	0	0	0%		25-Jan-19		26-Feb-19			22	0	◆ Ready for HVAC Start Up																																																																																										
999990	Substantial Completion	0	0	0%			26-Jun-19*				-8	0	◆ Substantial Completion																																																																																										
999999	Final Completion	0	0	0%			25-Jul-19				0	0	◆ Final Completion																																																																																										
Procurement													259	140	13-Nov-17 A	14-Nov-18	19-Apr-18	13-Jun-19	149	0																																																																																			
Bid/Award													129	10	13-Nov-17 A	14-May-18	19-Apr-18	19-Mar-19	217	0																																																																																			
030001	Bid/Award_Sheeting & Shoring	10	0	100%		13-Nov-17 A	24-Nov-17 A	19-Apr-18	19-Apr-18			■ Bid/Award_Sheeting & Shoring																																																																																											
310001	Bid/Award_Earthwork/Utilities	10	0	100%		13-Nov-17 A	24-Nov-17 A	27-Dec-18	27-Dec-18			■ Bid/Award_Earthwork/Utilities																																																																																											
033001	Bid/Award_Concrete	10	0	100%		04-Dec-17 A	15-Dec-17 A	19-Apr-18	19-Apr-18			■ Bid/Award_Concrete																																																																																											
061001	Bid/Award_Precast Concrete	10	0	100%		04-Dec-17 A	15-Dec-17 A	27-Apr-18	27-Apr-18			■ Bid/Award_Precast Concrete																																																																																											
051001	Bid/Award_Structural Steel	10	0	100%		11-Dec-17 A	22-Dec-17 A	07-May-18	07-May-18			■ Bid/Award_Structural Steel																																																																																											
185001	Bid/Award_Glass & Glazing	10	0	100%		11-Dec-17 A	22-Dec-17 A	23-Aug-18	23-Aug-18			■ Bid/Award_Glass & Glazing																																																																																											
316301	Bid/Award_Caissons	10	0	100%		12-Dec-17 A	26-Dec-17 A	19-Apr-18	19-Apr-18			■ Bid/Award_Caissons																																																																																											
260001	Bid/Award_Electrical	10	0	100%		26-Dec-17 A	09-Jan-18 A	25-Apr-18	25-Apr-18			■ Bid/Award_Electrical																																																																																											
042001	Bid/Award_Masonry	10	0	100%		03-Jan-18 A	16-Jan-18 A	07-Sep-18	07-Sep-18			■ Bid/Award_Masonry																																																																																											
055001	Bid/Award_Misc Metals	10	0	100%		03-Jan-18 A	16-Jan-18 A	03-May-18	03-May-18			■ Bid/Award_Misc Metals																																																																																											
142101	Bid/Award_Elevators	10	0	100%		22-Jan-18 A	22-Jan-18 A	10-Sep-18	10-Sep-18			! Bid/Award_Elevators																																																																																											
224001	Bid/Award_Plumbing	10	0	100%		10-Jan-18 A	23-Jan-18 A	19-Apr-18	19-Apr-18			■ Bid/Award_Plumbing																																																																																											
230001	Bid/Award_Mechanical	10	0	100%		10-Jan-18 A	23-Jan-18 A	16-May-18	16-May-18			■ Bid/Award_Mechanical																																																																																											
075001	Bid/Award_Roofing	10	0	100%		01-Feb-18 A	01-Feb-18 A	14-Aug-18	14-Aug-18			! Bid/Award_Roofing																																																																																											
081101	Bid/Award_Doors/Frames/Hardware	10	0	100%		24-Jan-18 A	06-Feb-18 A	29-Jun-18	29-Jun-18			■ Bid/Award_Doors/Frames/Hardware																																																																																											
091101	Bid/Award_Drywall	10	0	100%		24-Jan-18 A	06-Feb-18 A	04-Feb-19	04-Feb-19			■ Bid/Award_Drywall																																																																																											
211001	Bid/Award_Sprinkler	10	0	100%		24-Jan-18 A	06-Feb-18 A	05-Jun-18	05-Jun-18			■ Bid/Award_Sprinkler																																																																																											
074201	Bid/Award_Metal Panels	10	0	100%		08-Feb-18 A	08-Feb-18 A	04-Jan-19	04-Jan-19			! Bid/Award_Metal Panels																																																																																											
122401	Bid/Award_Window Shades	10	0	100%		08-Feb-18 A	08-Feb-18 A	13-Mar-19	13-Mar-19			! Bid/Award_Window Shades																																																																																											
062001	Bid/Award_Architectural Woodwork	10	10	0%		01-May-18	14-May-18	28-Nov-18	11-Dec-18	149	0	■ Bid/Award_Architectural Woodwork																																																																																											
Start Date													Sheet 1 of 27													Date													Revision													Checked													Approved																																						
Finish Date													KBE Building Corporation, Inc													April 2018_Update #3																																																																													
Data Date													UVA Upper Class Housing																																																																																										
Run Date													All Activities Layout																																																																																										

Activity ID	Activity Name	Orig Dur	Rem Dur	Est Start	Early Finish	Late Start	Late Finish	Total Post	Free Post	2018	2019	2020
093001	Bid/Award_Ceramic Tile	10	10	0%	01-May-18	14-May-18	15-Jun-18	33	0			
096001	Bid/Award_Flooring	10	10	0%	01-May-18	14-May-18	22-Nov-18	145	0			
108001	Bid/Award_Toilet Compartments/Accessories	10	10	0%	01-May-18	14-May-18	03-Jan-19	173	0			
114001	Bid/Award_Residential Appliances	10	10	0%	01-May-18	14-May-18	12-Dec-18	159	0			
129201	Bid/Award_Site Furnishings	10	10	0%	01-May-18	14-May-18	10-Dec-18	157	0			
129301	Bid/Award_Interior Bicycle Racks	10	10	0%	01-May-18	14-May-18	11-Jan-19	179	0			
323101	Bid/Award_Ornamental Fences/Gates	10	10	0%	01-May-18	14-May-18	14-Feb-19	203	0			
329101	Bid/Award_Landscaping	10	10	0%	01-May-18	14-May-18	06-Mar-19	217	0			
Submittals and Shop Drawings		189	80		20-Dec-17 A	19-Apr-18	24-Apr-19	173	0			
330503	Submit_Precast Manholes	15	0	100%	20-Dec-17 A	20-Dec-17 A	27-Dec-18					
030003	Submit_Sheeting & Shoring	10	0	100%	21-Dec-17 A	21-Dec-17 A	19-Apr-18					
323203	Submit_Precast Retaining Wall	15	0	100%	05-Jan-18 A	05-Jan-18 A	21-Jan-19					
051203	Submit_Structural Steel Pkgs 1	26	0	100%	11-Jan-18 A	11-Jan-18 A	07-May-18					
316303	Submit_Caissons	17	0	100%	18-Jan-18 A	18-Jan-18 A	19-Apr-18					
323103	Submit_Ornamental Fences/Gates	20	0	100%	31-Jan-18 A	31-Jan-18 A	11-Apr-19					
033003	Submit_Rebar (SD)	25	0	100%	08-Feb-18 A	08-Feb-18 A	19-Apr-18					
223003	Submit_Plumbing Equipment	30	0	100%	08-Mar-18 A	08-Mar-18 A	27-Mar-19					
224403	Submit_Plumbing Fixtures	20	0	100%	08-Mar-18 A	08-Mar-18 A	14-Mar-19					
051303	Submit_Structural Steel Pkgs 2	10	0	100%	13-Feb-18 A	14-Mar-18 A	07-May-18					
264003	Submit_Switchboard	10	0	100%	20-Mar-18 A	20-Mar-18 A	14-Sep-18					
142103	Submit_Elevators	30	0	100%	21-Mar-18 A	21-Mar-18 A	10-Sep-18					
081103	Submit_HM Doors/Frames	20	0	100%	22-Mar-18 A	22-Mar-18 A	29-Jun-18					
082103	Submit_Wood Doors	20	0	100%	22-Mar-18 A	22-Mar-18 A	18-Jan-19					
087103	Submit_Door Hardware	20	0	100%	22-Mar-18 A	22-Mar-18 A	12-Mar-19					
211103	Submit_Sprinkler System (SD)	20	0	100%	22-Mar-18 A	22-Mar-18 A	05-Jun-18					
055003	Submit_Metal Stairs/Railings	20	0	100%	17-Jan-18 A	18-Apr-18 A	03-May-18					
265003	Submit_Lighting	10	0	100%	18-Apr-18 A	18-Apr-18 A	31-Dec-18					
061003	Submit_Precast Concrete	32	5	0%	01-Jan-18 A	07-May-18	27-Apr-18	-2	0			
085003	Submit_Windows	30	8	73%	02-Jan-18 A	10-May-18	23-Aug-18	81	0			
051403	Submit_Structural Steel Pkgs 3	10	10	0%	01-May-18	14-May-18	28-May-18	19	0			
075003	Submit_Roofing	15	10	0%	02-Feb-18 A	14-May-18	14-Aug-18	74	0			
122403	Submit_Window Shades	10	10	0%	04-May-18	17-May-18	18-Mar-19	222	0			
<div> <div>Actual Work</div> <div>Remaining Work</div> <div>Critical Remaining Work</div> <div>Milestone</div> </div>										<div> <div>13-Nov-17</div> <div>25-Jul-19</div> <div>01-May-18</div> <div>01-May-1806:59</div> </div>		
<div> <div>Start Date</div> <div>Finish Date</div> <div>Data Date</div> <div>Run Date</div> </div>										<div> <div>Sheet 2 of 27</div> <div>KBE Building Corporation, Inc</div> <div>UVA Upper Class Housing</div> <div>All Activities Layout</div> </div>		
										<div> <div>Date</div> <div>Revision</div> <div>April 2018_Update #3</div> </div>		
										<div> <div>Checked</div> <div>Approved</div> </div>		



[illegible]



Activity ID	Activity Name	Orig Dur	Rem Dur	Est Start	Early Finish	Late Start	Late Finish	Total Post	Free Post	2018	2019	2020
										Jan	Feb	Mar
224405	Approve_Plumbing Fixtures	10	0	09-Mar-18	19-Mar-18	14-Mar-19	14-Mar-19					
323105	Approve_Omnamental Fences/Gates	10	0	01-Feb-18	21-Mar-18	11-Apr-19	11-Apr-19					
081105	Approve_HM Doors & Frames	15	0	23-Mar-18	04-Apr-18	29-Jun-18	29-Jun-18					
087105	Approve_Door Hardware	15	0	23-Mar-18	04-Apr-18	12-Mar-19	12-Mar-19					
055005	Approve_Metal Stairs/Railings	10	5	18-Apr-18	07-May-18	03-May-18	09-May-18	2	0			
051305	Approve_Structural Steel Plugs 2	10	10	14-Mar-18	14-May-18	07-May-18	18-May-18	4	0			
264005	Approve_Switchboard	10	10	21-Mar-18	14-May-18	14-Sep-18	27-Sep-18	97	0			
265005	Approve_Lighting	10	10	18-Apr-18	14-May-18	31-Dec-18	14-Jan-19	171	0			
082105	Approve_Wood Doors	15	15	23-Mar-18	21-May-18	18-Jan-19	07-Feb-19	184	0			
142105	Approve_Elevators	15	15	23-Mar-18	21-May-18	10-Sep-18	28-Sep-18	93	0			
211105	Approve_Sprinkler System	15	15	23-Mar-18	21-May-18	05-Jun-18	25-Jun-18	25	0			
185013	Approve_Windows	10	10	11-May-18	24-May-18	04-Sep-18	17-Sep-18	81	0			
051405	Approve_Structural Steel Plugs 3	10	10	15-May-18	28-May-18	11-Jun-18	22-Jun-18	19	15			
061005	Approve_Precast Concrete	15	15	09-May-18	28-May-18	04-May-18	24-May-18	-2	0			
075005	Approve_Roofing	10	10	15-May-18	28-May-18	28-Aug-18	10-Sep-18	74	0			
122405	Approve_Window Shades	10	10	18-May-18	31-May-18	01-Apr-19	12-Apr-19	222	0			
074205	Approve_Metal Panels	10	10	22-May-18	04-Jun-18	25-Jan-19	07-Feb-19	174	0			
040505	Approve_CMU	10	10	29-May-18	11-Jun-18	26-Feb-19	11-Mar-19	191	0			
042005	Approve_Brick	10	10	29-May-18	11-Jun-18	05-Oct-18	18-Oct-18	92	0			
047005	Approve_Cast Stone	10	10	29-May-18	11-Jun-18	24-Oct-18	06-Nov-18	105	0			
095105	Approve_Acoustical Ceilings	10	10	29-May-18	11-Jun-18	04-Mar-19	15-Mar-19	195	0			
329105	Approve_Landscaping	10	10	29-May-18	11-Jun-18	03-Apr-19	16-Apr-19	217	0			
336305	Approve_Precast Elec Vault	10	10	29-May-18	11-Jun-18	28-Nov-18	11-Dec-18	129	0			
267005	Approve_Fire Alarm	15	15	29-May-18	18-Jun-18	11-Mar-19	29-Mar-19	200	0			
062005	Approve_Architectural Woodwork	10	10	12-Jun-18	25-Jun-18	11-Jan-19	24-Jan-19	149	0			
233005	Approve_Gas Detection System	10	10	12-Jun-18	25-Jun-18	29-Jan-19	11-Feb-19	161	0			
236305	Approve_Outside Air Units	10	10	12-Jun-18	25-Jun-18	02-Nov-18	16-Nov-18	102	0			
238905	Approve_Ductwork	10	10	12-Jun-18	25-Jun-18	27-Jun-18	11-Jul-18	11	0			
238005	Approve_Fan Coil Units	15	15	12-Jun-18	02-Jul-18	02-Jul-18	23-Jul-18	14	0			
263205	Approve_Generator	15	15	12-Jun-18	02-Jul-18	17-Oct-18	06-Nov-18	90	0			
270505	Approve_Telecom Equipment	15	15	12-Jun-18	02-Jul-18	29-Jan-19	18-Feb-19	161	0			
085053	Approve_Storefronts	10	10	26-Jun-18	10-Jul-18	07-Jan-19	18-Jan-19	135	0			
<div> <div>Actual Work</div> <div>Remaining Work</div> <div>Critical Remaining Work</div> <div>Milestone</div> </div>											<div> <div>13-Nov-17</div> <div>25-Jul-19</div> <div>01-May-18</div> <div>01-May-1806:59</div> </div>	
<div> <div>Start Date</div> <div>Finish Date</div> <div>Data Date</div> <div>Run Date</div> </div>											<div> <div>Sheet 4 of 27</div> <div>KBE Building Corporation, Inc</div> <div>UVA Upper Class Housing</div> <div>All Activities Layout</div> </div>	
<div> <div>Date</div> <div>Revision</div> </div>											<div> <div>April 2018_Update #3</div> <div>Approved</div> </div>	

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Activity ID	Activity Name	Orig Dur	Bent Dur	Pct Comp	Early Start	Early Finish	Late Start	Late Finish	Total Float	Free Float							
PR1130	Preparatory Meeting_Windows	1	1	0%	09-Jul-18	09-Jul-18	11-Dec-18	11-Dec-18	110	117							
PR1080	Preparatory Meeting_Roofing	1	1	0%	08-Aug-18	08-Aug-18	04-Dec-18	04-Dec-18	83	61							
PR1100	Preparatory Meeting_Mechanical	1	1	0%	22-Aug-18	22-Aug-18	12-Dec-18	12-Dec-18	79	9							
PR1060	Preparatory Meeting_Masonry	1	1	0%	05-Sep-18	05-Sep-18	16-Jan-19	16-Jan-19	92	99							
PR1120	Preparatory Meeting_Elevators	1	1	0%	06-Dec-18	06-Dec-18	18-Apr-19	18-Apr-19	93	0							
PR1150	Preparatory Meeting_Interior Electric	1	1	0%	21-Jan-19	21-Jan-19	27-May-19	27-May-19	90	0							
PR1140	Preparatory Meeting_Sprinkler	1	1	0%	04-Feb-19	04-Feb-19	11-Mar-19	11-Mar-19	25	0							
Permits)		20	0		13-Nov-17 A	18-Dec-17 A	19-Apr-18	19-Apr-18		0							
P10000	Approval of Compliance Set	20	0	100%	13-Nov-17 A	18-Dec-17 A	19-Apr-18	19-Apr-18									
Construction		410	308		04-Dec-17 A	10-Jul-19	19-Apr-18	25-Jul-19	11	0							
Impact and Issues																	
W10000	Total Weather Days Lost Jan 2018 (13)	11	11	0%	01-May-18	15-May-18	11-Jul-19	25-Jul-19	308	308							
W10010	Total Weather Days Lost Feb 2018 (11)	13	13	0%	01-May-18	17-May-18	09-Jul-19	25-Jul-19	306	306							
Mockups		69	69		04-Jun-18	07-Sep-18	09-Aug-18	11-Dec-18	66	0							
M10010	Build_Building Mockup	20	20	0%	04-Jun-18	29-Jun-18	09-Nov-18	07-Dec-18	113	0							
M10020	Review_Building Mockup	2	2	0%	02-Jul-18	03-Jul-18	10-Dec-18	11-Dec-18	113	0							
M10070	Approve_Building Mockup	0	0	0%		03-Jul-18		11-Dec-18	113	120							
M10000	Build_ADA Room Mockup	16	16	0%	15-Aug-18	05-Sep-18	09-Aug-18	30-Aug-18	-4	0							
M10040	Build_Standard Room Mockup	16	16	0%	15-Aug-18	05-Sep-18	09-Aug-18	30-Aug-18	-4	0							
M10030	Review_ADA Room Mockup	2	2	0%	06-Sep-18	07-Sep-18	31-Aug-18	03-Sep-18	-4	0							
M10050	Review_Standard Room Mockup	2	2	0%	06-Sep-18	07-Sep-18	31-Aug-18	03-Sep-18	-4	0							
M10060	Approve_Standard Room Mockup	0	0	0%		07-Sep-18		03-Sep-18	-4	0							
M10080	Approve_ADA Room Mockup	0	0	0%		07-Sep-18		03-Sep-18	-4	0							
Preparation		112	0		04-Dec-17 A	20-Apr-18 A	19-Apr-18	30-Apr-18		0							
O10000	Mobilization	5	0	100%	04-Dec-17 A	04-Dec-17 A	19-Apr-18	19-Apr-18									
O33000	Build_Gang Forms	10	0	100%	09-Apr-18 A	20-Apr-18 A	30-Apr-18	30-Apr-18									
Sitework		315	213		06-Dec-17 A	27-Feb-19	19-Apr-18	25-Jul-19	106	0							
Site Preparation		108	6		06-Dec-17 A	09-May-18	19-Apr-18	25-Jul-19	313	0							
O20100	Remove U/G Electrical Service (by others)	5	0	100%	06-Dec-17 A	12-Dec-17 A	19-Apr-18	19-Apr-18									
O20020	Install_Temporary Fencing	5	0	100%	09-Jan-18 A	23-Jan-18 A	08-Oct-18	08-Oct-18									
O20060	Install_Sediment Erosion Control (Phase1)	5	0	100%	08-Jan-18 A	24-Jan-18 A	19-Apr-18	19-Apr-18									
O20040	Install_Temporary Parking Lot/Sidewalk(s)	15	0	100%	02-Jan-18 A	26-Jan-18 A	19-Apr-18	19-Apr-18									
Start Date Finish Date Data Date Run Date		13-Nov-17 25-Jul-19 01-May-18 01-May-1806:59		<div><div></div>Actual Work</div> <div><div></div>Remaining Work</div> <div><div></div>Critical Remaining Work</div> <div><div></div>Milestone</div>		UV03		Sheet 7 of 27		KBE Building Corporation, Inc UVA Upper Class Housing All Activities Layout		Revision April 2018_Update #3		Checked  		Approved  	



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Activity ID	Activity Name	Orig Dur	Rem Dur	Est Start	Early Finish	Late Start	Late Finish	Total Post	Free Post	2018	2019	2020	
066260	Install_Storefront_N_Elev	16	16	0%	24-May-19	14-Jun-19	17-May-19	07-Jun-19	-5	0			
074260	Install_Metal Panels_N_Elev	4	4	0%	15-Jun-19	19-Jun-19	10-Jun-19	13-Jun-19	-5	0			
Elevators													
142117	Install_Traction Elevator	40	40	0%	07-Dec-18	04-Feb-19	19-Apr-19	13-Jun-19	93	0			
142127	Traction Elevator Inspection	2	2	0%	05-Feb-19	06-Feb-19	14-Jun-19	15-Jun-19	93	101			
142217	Install_Hydrolic Elevators	80	80	0%	02-Nov-18	26-Feb-19	18-Feb-19	07-Jun-19	73	0			
142227	Hydrolic Elevator Inspection	6	6	0%	27-Feb-19	06-Mar-19	10-Jun-19	15-Jun-19	73	81			
Building Interior Buildout													
Bulkout Parking Level P2		214	214		20-Jun-18	19-Apr-19	26-Nov-18	15-Jun-19	41	0			
P2081120	Layout_Walls_P2	2	2	0%	20-Jun-18	21-Jun-18	26-Nov-18	27-Nov-18	111	0			
P2081100	Set_Door Frames_P2	2	2	0%	22-Jun-18	25-Jun-18	28-Nov-18	29-Nov-18	111	0			
P2042100	Install_CMU Walls_P2	14	14	0%	26-Jun-18	16-Jul-18	30-Nov-18	19-Dec-18	111	0			
P2261110	R/I Walls_Electric_P2	14	14	0%	26-Jun-18	16-Jul-18	06-Feb-19	25-Feb-19	157	0			
P2221000	R/I Plumbing_P2	16	16	0%	26-Jun-18	18-Jul-18	08-Apr-19	29-Apr-19	200	0			
P2090000	Paint_Block Filler_P2	6	6	0%	17-Jul-18	24-Jul-18	27-Feb-19	06-Mar-19	158	0			
P2261120	R/I Ceilings_Electric_P2	10	10	0%	17-Jul-18	30-Jul-18	26-Feb-19	11-Mar-19	157	0			
P2090010	Prime Paint_P2	6	6	0%	25-Jul-18	01-Aug-18	09-May-19	16-May-19	203	162			
P2261140	Pull_Electric Wire_P2	5	5	0%	31-Jul-18	06-Aug-18	02-Apr-19	08-Apr-19	172	145			
P2267100	R/I Fire Alarm_P2	5	5	0%	31-Jul-18	06-Aug-18	29-Apr-19	03-May-19	191	0			
P2267110	Pull_Fire Alarm Wire_P2	5	5	0%	07-Aug-18	13-Aug-18	06-May-19	10-May-19	191	0			
P2267120	Install_Fire Alarm Devices_P2	10	10	0%	14-Aug-18	27-Aug-18	13-May-19	24-May-19	191	150			
P2233010	Install_Gas Detection System_P2	20	20	0%	05-Sep-18	02-Oct-18	23-Apr-19	20-May-19	161	0			
P2211100	Install_Sprinkler_P2	16	16	0%	05-Feb-19	26-Feb-19	12-Mar-19	02-Apr-19	25	0			
P2211110	Sprinkler Hydro Test_P2	2	2	0%	27-Feb-19	28-Feb-19	05-Apr-19	08-Apr-19	27	0			
P2211120	Drop_Sprinkler Heads_P2	5	5	0%	01-Mar-19	07-Mar-19	21-May-19	27-May-19	57	11			
P2261160	Install_Light Fixtures_P2	14	14	0%	01-Mar-19	20-Mar-19	09-Apr-19	26-Apr-19	27	0			
P2081110	Install_Doors_P2	6	6	0%	21-Mar-19	28-Mar-19	31-May-19	07-Jun-19	51	0			
P2090020	Finish Paint_P2	6	6	0%	21-Mar-19	28-Mar-19	17-May-19	24-May-19	41	0			
P2090030	Paint_Parking Striping_P2	4	4	0%	29-Mar-19	03-Apr-19	27-May-19	30-May-19	41	0			
P2261150	Install_Electrical Devices_P2	5	5	0%	29-Mar-19	04-Apr-19	11-Jun-19	15-Jun-19	52	11			
P2087100	Install_Door Hardware_P2	6	6	0%	29-Mar-19	05-Apr-19	10-Jun-19	15-Jun-19	51	10			
P2129300	Install_Bicycle Racks_P2	2	2	0%	04-Apr-19	05-Apr-19	14-Jun-19	15-Jun-19	51	10			
										Sheet 14 of 27			
										Date	Revision	Checked	Approved
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Activity ID	Activity Name	Orig	Rem	Est	Comp	Early Start	Early Finish	Late Start	Late Finish	Total Post	Free Post	2017	2018	2019	2020
		Dur	Dur	Dur	Dur										
054154	Frame_Ceilings_4th Flr	10	10	0%	0%	29-Nov-18	12-Dec-18	15-Jan-19	28-Jan-19	31	17				
234134	Install_FCUs_4th Flr	10	10	0%	0%	29-Nov-18	12-Dec-18	06-Dec-18	19-Dec-18	5	9				
092134	Hang/Finish Walls_4th Flr	16	16	0%	0%	22-Nov-18	13-Dec-18	16-Nov-18	07-Dec-18	-4	0				
099124	Primer/Paint_Walls_4th Flr	8	8	0%	0%	14-Dec-18	26-Dec-18	10-Dec-18	19-Dec-18	-4	0				
092214	Install_Ceiling Grid_4th Flr	8	8	0%	0%	27-Dec-18	08-Jan-19	20-Dec-18	02-Jan-19	-4	0				
219124	Drop_Sprinkler Heads_4th Flr	8	8	0%	0%	09-Jan-19	18-Jan-19	19-Apr-19	30-Apr-19	72	40				
267124	Pull_Fire Alarm Wire_4th Flr	8	8	0%	0%	09-Jan-19	18-Jan-19	11-Jan-19	22-Jan-19	2	0				
261144	Pull_Electrical Wire_4th Flr	10	10	0%	0%	09-Jan-19	22-Jan-19	03-Jan-19	16-Jan-19	-4	0				
271224	Pull_Telecom_4th Flr	4	4	0%	0%	21-Jan-19	24-Jan-19	23-Jan-19	28-Jan-19	2	6				
267134	Install_FA Devices_4th Flr	8	8	0%	0%	21-Jan-19	30-Jan-19	06-Jun-19	15-Jun-19	98	86				
265114	Install_Light Fixtures (Grid)_4th Flr	8	8	0%	0%	23-Jan-19	01-Feb-19	17-Jan-19	28-Jan-19	-4	0				
800014	Ceiling Close-in Inspection_4th Flr	2	2	0%	0%	04-Feb-19	05-Feb-19	29-Jan-19	30-Jan-19	-4	4				
093134	Install_Ceramic Tile_4th Flr	20	20	0%	0%	10-Jan-19	06-Feb-19	26-Feb-19	25-Mar-19	33	0				
092124	Hang/Finish Ceilings_4th Flr	18	18	0%	0%	12-Feb-19	07-Mar-19	31-Jan-19	25-Feb-19	-8	0				
099144	Primer/Paint_Ceilings_4th Flr	6	6	0%	0%	08-Mar-19	15-Mar-19	26-Mar-19	02-Apr-19	12	0				
265124	Install_Light Fixtures (Drywall)_4th Flr	10	10	0%	0%	08-Mar-19	21-Mar-19	04-Jun-19	15-Jun-19	62	50				
082114	Install_Doors_4th Flr	14	14	0%	0%	08-Mar-19	27-Mar-19	23-Apr-19	10-May-19	32	0				
092164	Drop_Ceiling Tiles_4th Flr	8	8	0%	0%	18-Mar-19	27-Mar-19	01-May-19	10-May-19	32	20				
064114	Install_Casework_4th Flr	16	16	0%	0%	18-Mar-19	08-Apr-19	03-Apr-19	24-Apr-19	12	0				
087214	Install_Door Hardware_4th Flr	10	10	0%	0%	28-Mar-19	10-Apr-19	04-Jun-19	15-Jun-19	48	36				
099134	Finish Paint_4th Flr	12	12	0%	0%	09-Apr-19	24-Apr-19	25-Apr-19	10-May-19	12	0				
102624	Install_Corner Guards_4th Flr	2	2	0%	0%	25-Apr-19	26-Apr-19	14-Jun-19	15-Jun-19	36	24				
234214	Install_Plumbing Fixtures_4th Flr	14	14	0%	0%	09-Apr-19	26-Apr-19	21-May-19	07-Jun-19	30	0				
121124	Install_Window Shades_4th Flr	6	6	0%	0%	25-Apr-19	02-May-19	10-Jun-19	15-Jun-19	32	20				
096714	Install_Carpet_4th Flr	8	8	0%	0%	25-Apr-19	06-May-19	06-Jun-19	15-Jun-19	30	18				
102814	Install_Toilet Accessories_4th Flr	6	6	0%	0%	29-Apr-19	06-May-19	10-Jun-19	15-Jun-19	30	18				
261154	Install_Electrical Devices_4th Flr	8	8	0%	0%	25-Apr-19	06-May-19	06-Jun-19	15-Jun-19	30	18				
271244	Install_Security Devices_4th Flr	8	8	0%	0%	25-Apr-19	06-May-19	06-Jun-19	15-Jun-19	30	18				
096814	Install_Resilient Flooring_4th Flr	10	10	0%	0%	25-Apr-19	08-May-19	13-May-19	24-May-19	12	0				
114014	Install_Residential Appliances_4th Flr	10	10	0%	0%	09-May-19	22-May-19	27-May-19	07-Jun-19	12	0				
880014	Punchlist Fourth Floor	6	6	0%	0%	23-May-19	30-May-19	10-Jun-19	15-Jun-19	12	0				
900004	Complete Fourth Floor	0	0	0%	0%		30-May-19		15-Jun-19	12	20				
Start Date 13-Nov-17 Finish Date 25-Jul-19 Data Date 01-May-18 Run Date 01-May-1806:59		Actual Work Remaining Work Critical Remaining Work Milestone				UV03				Sheet 22 of 27 <b>KBE Building Corporation, Inc</b> UVA Upper Class Housing All Activities Layout					
										Date April 2018_Update #3 Revision Checked Approved					











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